



## **SAPLINGS NORTHWEST AGREEMENT**

**THIS AGREEMENT**, entered into as of the date of last signature below, between the City of Everett, hereinafter called the “City,” and Saplings Northwest, hereinafter called the “School,” is as follows:

### **1. PURPOSE**

The purpose of this Agreement is to establish an understanding and working relationship between the School and the City. Further, this Agreement is intended to memorialize a working understanding for the provision of facilities for use by School as it relates to, fees, scheduling, use of facilities and other issues associated with an outdoor forest school education program for youth in the City.

### **2. TERM**

The term of this Agreement shall be from June 1st, 2024, through December 31, 2024.

### **3. FACILITIES**

- a) The City will provide facilities (the “Park Facilities”) on the dates and times listed in Exhibit A (SCHEDULE OF FACILITY USE) for program use. Exhibit A may be revised from time to time, with written approval of the Director of Parks and Facilities or their designee, to add, remove, or change the dates and time listed for the School’s scheduled use of the facilities.
- b) The City will be responsible for securing the use of the Facility for the times listed in Exhibit A (SCHEDULE OF FACILITY USE). If the City is unable to secure the facility for a scheduled time, it will notify the School at least 48 hours prior to the scheduled use.
- c) The School will provide staff/volunteers for each scheduled program session at the sole cost to the School.
- d) The School will provide all equipment and supplies for all program sessions and events along with other uses of the facility under this Agreement.
- e) The City may provide facilities (other than park spaces) on a space available basis for School meetings, scheduling, and other School related business upon request from a designated School representative. The School’s use of such facilities shall be subject to the City’s Facility Use Policies. There shall be no charge for the use of these facilities.
- f) The School shall not allow any other agency, association, group, or league to schedule or use a facility when the School is scheduled to use that facility without express written consent by the City of Everett Parks and Facilities Department Director or their designee.
- g) The School will designate one person to be the point of contact between the School and the City. Such contact person will disseminate any information provided by the City and educate the School, its employees, agents, contractors, and participants regarding such information.
- h) The City reserves the right to limit the amount of use, close or cancel any or all park use. If the School, or any of its employees, agents, contractors, invitees, guests or spectators to violate the rules, regulations, or limitations placed on the facility use, the School, its employees, agents, contractors, , invitees, guests or spectators may be prohibited from using a park for the

remainder of an event, the remainder of the season, the following season, or any other amount of time the City deems appropriate.

#### **4. SCHEDULE**

The City shall identify the amount of time available at each facility in Exhibit A (SCHEDULE OF FACILITY USE). The School shall be solely responsible for and shall perform all scheduling of programs, and School related events and any service related to scheduling. The School shall provide the City with a complete schedule of sessions for the term of this agreement one week prior to the first scheduled use. All schedule changes must be provided to the City in writing within 48 hours of the proposed change.

#### **5. REVENUE AND FEES**

- a) The School shall pay to the City fees established by, and in accordance with Exhibit B (PROGRAM FEES).
- b) The City may review and/or modify the amount owed to the City on an annual basis.

#### **6. MAINTENANCE**

The School shall be solely responsible for returning the facility to a substantially similar or better condition after each use of a facility. Any damage or destruction to a facility related to the School's use of such facility under this agreement shall be promptly repaired by the School to the same condition that existed prior to the damage or destruction.

#### **7. CONDUCT**

- a) The School is responsible for the conduct of employees, agents, contractors, participants, invitees, and guests. The School shall provide adequate adult supervision for all program components, including but not limited to program sessions and events as requested by the City.
- b) The School will provide a copy of the School's code of conduct to the City one week prior to the first scheduled use and shall enforce such code of conduct during all uses of parks facilities.
- c) The School will provide a copy of the School's disciplinary procedures to the City one week prior to the first scheduled use and shall enforce such disciplinary procedures during all uses of the parks facility.

#### **8. CITY STAFFING**

The City will provide staffing to assist with facility use coordination for School programs and events in accordance with Exhibit C (CITY STAFFING) of this Agreement.

#### **9. MARKETING AND PROMOTION**

The City will provide the School marketing and promotional services in accordance with Exhibit D (MARKETING AND PROMOTION) of this Agreement.

#### **11. RISK MANAGEMENT**

The School shall require participants to sign waivers/releases in a form approved by the City. The School shall immediately on, or before the expiration of one working day record and report to the City all injuries and claims against it for bodily injury and property damage. The School shall immediately notify the City of any safety hazards that are apparent at any park facility that the School cannot immediately remedy.

#### **12. INSURANCE**

- a) The School shall procure and keep in force during the term of this Agreement, at the School's own cost and expense, the policies of insurance described herein with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than 7, by A. M. Best company and which are acceptable to the City.
- b) The School shall procure and maintain a Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage, all in a form acceptable to the City. The School agrees to provide at least thirty (30) days notice prior to cancellation of any of the insurance requirements set forth above.
- c) The School shall procure and maintain fire and casualty insurance covering the School's contents of any storage facilities at the School's own cost. Proof of this insurance shall be promptly provided to the City Attorney. The School shall give the City at least thirty (30) days written notice of cancellation of the insurance referenced above.
- d) The policies shall provide that they shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the School to furnish the required insurance during the terms of this Agreement.
- e) Upon written request by the City, the School will furnish, prior to any activity pursuant to this Agreement, a copy of any policy cited above, certified to be a true and complete copy of the original.
- f) Prior to any activity pursuant to this Agreement, the School shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance together with an Additional Insured Endorsement naming the City of Everett and their officers, employees, and agents as additional insureds. Both the Certificate of Insurance and Additional Insured Endorsement will be on forms acceptable to the City. Receipt by the City of any certificate showing less coverage than required is not a waiver of the School's obligations to fulfill the requirements.
- g) The insurance policies identified in this Section 12 will be primary as to the City, any other insurance maintained by the City shall be excess and not contributing insurance with the School's insurance. The additional Insured Endorsement required under subsection f) of this Section 12 must include a statement that such insurance will apply as primary insurance on behalf such additional insureds (such additional insureds include the City of Everett and their officers, employees, and agents).

### **13. INDEMNIFICATION**

The School hereby agrees to save the City and their officers, employees and agents (each such person, an "Indemnatee") harmless and indemnify them from all loss, claims, or damage occasioned to an Indemnatee or to any third person or property by reason of any act or omission of the School, its officers, members, employees, subcontractors, third persons or agents which arises, directly or indirectly, as a result of or in connection with this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against an Indemnatee alleging injuries to person and/or damage to property by reason of such act or omission and will pay any judgment which may be obtained against an Indemnatee in such suit. Nothing herein shall require the School to indemnify and hold harmless an Indemnatee from claims, demands, damages, expenses, or

suits caused solely by the negligence or willful misconduct of such Indemnitee. FOR THIS PURPOSE, THE SCHOOL, BY MUTUAL NEGOTIATION, HEREBY WAIVES, WITH RESPECT TO THE CITY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST SUCH LOSSES, CLAIMS OR DAMAGES UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

#### **14. BREACH**

If either party to this Agreement believes that the other party (the "Breaching Party") has breached this Agreement, it shall give written notice of the breach to the Breaching Party, and the Breaching Party shall, except in the case of a failure to insure, have ten (10) days to cure such breach. If the Breaching Party does not cure the breach within such ten (10) days, the non-breaching party may terminate this Agreement on three (3) days written notice of such termination to the Breaching Party. Such termination shall be cumulative of and in addition to all other remedies a party may have at law or in equity.

#### **15. TERMINATION OF CONTRACT**

The City may terminate this Agreement, without any liability whatsoever to the School, at any time, and for any reason, upon not less than twenty (20) days written notice to the School. Notice shall be deemed effective upon either (a) the second day following deposit in the United States Mail to 3714 Norton Ave Everett WA 98201, postage prepaid, certified, or registered mail, return receipt requested, or (b) delivery. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or non-performance of any of the provisions of this agreement.

#### **16. MISCELLANEOUS**

- a) The School will provide a copy of the refund policy and Cash Handling Procedures to the City one week prior to the first scheduled facility use.
- b) The School will provide documentation to the City of registrations which will use or be held in a parks facility within ten business days of the completion of such registration.
- c) The School will provide the City copies of all participant rosters scheduled to use a parks facility prior to the first scheduled use under this agreement.
- d) The City may refer customers to the School program. The School will treat all City referred customers in a professional and courteous manner, such as returning phone calls or responding to inquiries within one business day of receiving such phone call or inquiry.
- e) The School will discuss all issues it believes may be affected by this agreement with the City at such time as the issue arises.
- f) This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.
- g) The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- h) The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.
- i) No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

- j) No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.
- k) If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.
- l) For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid. Either party may change its notice address or email effective on written notice to the other party of the change.

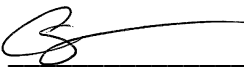
Notice to City	Notice to the School
Everett Parks and Facilities Andie Allred 425-257-8347 802 E Mukilteo Blvd Everett, WA 98203 aallred@everettwa.gov	Saplins Northwest Devon Katzenberger 3714 Norton Ave Everett WA, 98201 saplingsnorthwest@gmail.com

- m) Neither party may assign or sublet this Agreement without the written consent of the other party, which consent may be withheld at that party's sole discretion.
- n) The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.
- o) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged electronically and any electronic or scanned version of any party's signature shall be deemed to be an original signature for all purposes.

***[signatures on following page]***

CITY OF EVERETT  
WASHINGTON

SAPLINGS NORTHWEST, LLC


By:   
Cassie Franklin, Mayor

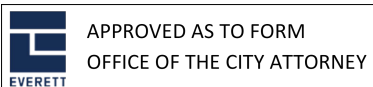
By: *Devon Katzenberger*  
Devon Katzenberger, Owner

Date: 05/20/2024

Date: 05/17/2024

ATTEST:

  
Office of the City Clerk



## **Exhibit A**

### **SCHEDULE OF FACILITY USE**

The School has designated use of the following facilities as listed in the Exhibit for School program use only. The City must approve any changes.

#### **CITY FACILITY**

**Park Open Space- TBD**

**Monday- Thursday**

**8:00 a.m.- 1:30 p.m.**

**Park Open Space- TBD**

**Friday**

**9:00 a.m.- 12:30 p.m.**

## **Exhibit B**

### **PROGRAM FEES**

The School will provide a \$100 deposit. The deposit will reflect the anticipated fee to be paid to the City by the School for the first program session.

The School will pay the City a daily fee for scheduled activity days for use of facilities as designated within the agreement and as listed in Exhibit A (Schedule of Facility Use).

The fees collected will be based on the number of individuals registered in the School program as follows:

0-7 students= \$20/day

8-14 students= \$25/day

15-21 students= \$30/day

22-28 students= \$35/day

The School will pay the City 100% of fees due by the last scheduled date of each session.

The School will provide a registration summary to the City at the time of payment.

Failure to pay the City may result in suspension of the program and/or termination of the Agreement.





## **Exhibit C**

### **CITY STAFFING**

The City will provide 1 (one) on staff as needed as a point of contact for School and contract support.

City staff will not be responsible for handling any School issues directly associated with School program or events.

City staff shall be provided contact information for a School designated official for all School issues.

## **Exhibit D**

### **MARKETING AND PROMOTION**

The City will assist in the marketing and promotion of the program, so long as the School maintains compliance with this Agreement and all City policies.

The City will provide the following:

- Promotion space in pre-approved Parks and Facilities Department and City offices and designated approved locations in Parks and Facilities Department parks and community buildings
- Ad in the Community Sports Section of the Herald upon request by School.
- Distribution of School information/material to other youth athletic programs sponsored by the City upon request by the School.
- Distribution of School program information/material at Parks sponsored events upon request by the School.
- School promotion on the Parks and Facilities Department Website.

The School will provide the following:

- The full cost of all signage, flyers, or other promotional material.
- Complete summary of text for approval by the City.












# Saplings Outdoor Preschool\_5.14.24\_SD

Final Audit Report

2024-05-20

Created:	2024-05-16
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALVqWyCisW35riRa1zCuXxRGXdpmi7PzB

## "Saplings Outdoor Preschool\_5.14.24\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-05-16 - 11:20:00 PM GMT
-  Document emailed to Cory Rettenmier (crettenmier@everettwa.gov) for approval  
2024-05-16 - 11:20:32 PM GMT
-  Email viewed by Cory Rettenmier (crettenmier@everettwa.gov)  
2024-05-17 - 4:17:11 PM GMT
-  Document approved by Cory Rettenmier (crettenmier@everettwa.gov)  
Approval Date: 2024-05-17 - 4:17:27 PM GMT - Time Source: server
-  Document emailed to saplingsnorthwest@gmail.com for signature  
2024-05-17 - 4:17:29 PM GMT
-  Email viewed by saplingsnorthwest@gmail.com  
2024-05-17 - 4:34:30 PM GMT
-  Signer saplingsnorthwest@gmail.com entered name at signing as Devon Katzenberger  
2024-05-17 - 9:19:24 PM GMT
-  Document e-signed by Devon Katzenberger (saplingsnorthwest@gmail.com)  
Signature Date: 2024-05-17 - 9:19:26 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2024-05-17 - 9:19:27 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2024-05-17 - 10:02:57 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2024-05-17 - 10:03:06 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-05-17 - 10:03:07 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-05-20 - 3:45:29 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-05-20 - 3:45:37 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-05-20 - 3:45:39 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-05-20 - 3:51:29 PM GMT - Time Source: server

 Agreement completed.

2024-05-20 - 3:51:29 PM GMT