



**COMMUNITY SERVICES AGREEMENT
(COMMUNITY SERVICE ORGANIZATION -- RCW 35.21.278)**

This Community Services Agreement ("**Agreement**") is 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 person identified as Service Organization in the Basic Provisions below ("**Service Organization**"). This Agreement is for the purpose of the Service Organization providing services to the City pursuant to RCW 35.21.278 as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions and the attached Scope of Work (Exhibit A).

BASIC PROVISIONS	
Service Organization	Washington Trails Association
	705 2nd Ave, Suite 300
	Seattle, WA 98104
	jen@wta.org
City Project Manager	Katherine Phillips
	City of Everett – Parks & Facilities
	802 E. Mukilteo Blvd
	Everett, WA 98203
Brief Summary of Scope of Work	kphillips@everettwa.gov
	Trail & site improvements at Kasch Park/Loganberry
Completion Date	December 31, 2025
Maximum Reimbursement Amount	\$71,040.00

BASIC PROVISIONS	
Service Organization Insurance Contact Information	Denise Cline
	206.785.6446
	dcline@wta.org

IN WITNESS WHEREOF, the City and Service Organization have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached Scope of Work (Exhibit A).

**CITY OF EVERETT
WASHINGTON**

WASHINGTON TRAILS ASSOCIATION



Cassie Franklin, Mayor

08/27/2024

Date

ATTEST



Office of the City Clerk

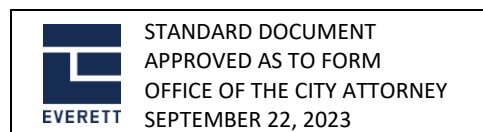
Signature: _____



Name of Signer: Jen Gradisher

Signer's Email Address: jen@wta.org

Title of Signer: Trails Program Director



ATTACHMENT
COMMUNITY SERVICES AGREEMENT
(GENERAL PROVISIONS)

1. **Engagement of Service Organization.** The City hereby agrees to engage Service Organization, and Service Organization hereby agrees, to perform the work in a competent and professional manner and provide the services in accordance with this Agreement and as described in the Scope of Work attached as Exhibit A. The work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Organization shall not perform any services that are in addition to, or beyond the scope of, the Work.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Reimbursement.**
 - A. The City shall reimburse Service Organization only for completed Work and for services actually rendered which are described herein. Such payment shall be full payment for Work performed or services rendered, including, but not limited to, all materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Organization shall be reimbursed such amounts and in such manner as described in Exhibit A.
 - C. Total payments to Service Organization, including reimbursement of all expenses, shall not exceed the Maximum Reimbursement Amount in the Basic Provisions.
5. **Prevailing Wages.** All workers and laborers who are paid for Work under this Agreement (regardless of whether such payments are from Service Organization or Service Organization subcontractor) must be paid an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries, in accordance with Chapter 39.12 RCW (Prevailing Wages).
6. **Termination of Contract.** Either party may terminate this Agreement at any time effective upon 30-days prior written notice to the other party. Unless terminated for Service Organization’s material breach, Service Organization shall be reimbursed for Work completed through the termination date.
7. **Subletting/Assignment of Contracts.** Service Organization shall not sublet or assign any of the Work without the express, prior written consent of the City.
8. **Hold Harmless and Indemnification.**
 - A. Service Organization shall hold harmless, indemnify, and defend the City, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys’ fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the acts, errors, or omissions of Service Organization, its employees, agents, volunteers, or subcontractors, arising out of the performance of this Agreement; PROVIDED, HOWEVER, that the Service Organization’s obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents acting within the scope of their employment. With respect to the

Service Organization's obligations to hold harmless, indemnify, and defend provided for herein, but only as such obligations relate to claims, actions, or suits filed against the City, Service Organization further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Service Organization's employees, agents, volunteers, or subcontractors caused by or arising out of the Service Organization's acts, errors, or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties. Service Organization's obligations shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by Service Organization, its employees, agents, or subcontractors.

- B. To the extent allowed by law, the City shall defend, indemnify and hold Service Organization harmless against any and all losses, damages, costs, expenses, suits, actions and liabilities (including reasonable attorney's fees) (i) which result from or arise out of the failure of the City or its agents, employees, servants, volunteers, or other persons acting under the direction or control of the City to perform its obligations contemplated hereunder in the manner and on the terms set forth in this Agreement, and (ii) to the extent caused by the negligence or fault of the City, or its agents, employees, servants, volunteers, or other persons acting under the direction or control of City during the performance of such obligations; provided, that no such defense, indemnification or holding harmless will be required to the extent that such losses, damages, etc. are caused by or result from the negligence or fault of Service Organization or its officers, agents, employees, servants, volunteers, or other persons acting under the direction or control of Service Organization.
 - C. If (1) RCW 4.24.115 applies to a claim, action, suit, liability, loss, expense, damage, or judgment to which this Section is applicable, and (2) such claim, action, suit, liability, loss, expense, damage, or judgment is caused by or results from the concurrent negligence of (a) Service Organization, its employees, subcontractors/subconsultants, volunteers or agents and (b) the City and its officers, employees, agents, and representatives, then the City's or Service Organization's liability under this Section shall be only to the extent allowed by such statute.
 - D. The provisions of this Section shall survive the expiration or termination of this Agreement.
9. **Insurance.**
- A. Service Organization shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Organization's own cost and expense, the policies of insurance as set forth in this Section 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 seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Organization shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Organization covers such employees.
 - 2. 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.
 - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 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 Service Organization to furnish the required insurance during the term of this Agreement.
 - C. Prior to Service Organization performing any Work, Service Organization shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Organization's obligations to fulfill the requirements.
10. **Risk of Loss.** Service Organization shall be solely responsible for the safety of its employees, volunteers, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Organization's own risk, and Service Organization shall be solely responsible for any loss of or damage to Service Organization's or volunteer's materials, tools, or other articles used or held for use in connection with the Work.
11. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Organization must provide services under this Agreement as an independent contractor. Service Organization must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Organization agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. Any and all employees of Service Organization, if engaged in the performance of any Work, shall be considered employees of only Service Organization and not employees of the City. Service Organization shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Organization, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Organization's employees, if so engaged on any of the Work.
12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Organization shall make available to the City for the City's examination all of Service Organization's records and documents with respect to all matters covered by this Agreement.
13. **City of Everett Business License.** Service Organization agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
14. **Compliance with Federal, State and Local Laws.** Service Organization shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
15. **Compliance with the Washington State Public Records Act.** Service Organization acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Organization. Service Organization shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Organization shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the

City shall seek to provide notice to Service Organization at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Organization for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Organization shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Organization to comply with this Section.

16. **Equal Opportunity.** Service Organization shall not discriminate against any employee, volunteer, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Organization shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
17. **Waiver.** Any waiver by Service Organization or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
19. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Organization.
20. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
21. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Organization shall be sent to its address in the Basic Provisions.
22. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
23. **Governing Law.** 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.
24. **City Marks.** Service Organization will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
25. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
26. **Liens.** In the event Service Organization pays for any services out of its own funds, Service Organization shall keep City property free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, Service Organization in the performance of this Agreement. Any construction liens filed against City property for work or materials claimed to have been furnished to Service Organization will be discharged by Service Organization, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at Service Organization's sole cost and expense. Should Service Organization fail to discharge any such construction lien, the City may, at its election, pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the City shall be immediately due and payable by Service

Organization. Service Organization shall indemnify and hold the City harmless from and against any liability arising from any such lien

27. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

EXHIBIT A
COMMUNITY SERVICES AGREEMENT
(TRAIL MAINTENANCE AND IMPROVEMENTS SCOPE OF WORK)

1. Agreed Work Plan(s).

The detailed scope of work shall be based on items described in this section and depicted and described in Exhibit B – Project Maps for Loganberry Lane Trails Site Improvements. The Service Organization will provide services, staff, and volunteers and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Trail Construction and Maintenance Services

The Service Organization will provide trail construction and repair services, as well as the tools and crew leaders necessary to train volunteers in the techniques of trail construction and maintenance of soft surface, crushed rock accessible trails, and boardwalks within the City of Everett.

The Service Organization will offer up to 45 trail work events at Loganberry Lane. Each work day shall average 12-18 volunteers working an average of 100 hours per day.

The Service Organization will provide up to 56 hours of trail design and layout, technical oversight, and other professional services in support of the work events at a rate of \$90/hour.

The Service Organization will manage and provide safety equipment for volunteers to do various limited term projects related to soft surface, crushed rock accessible trails, boardwalk, split rail fence and kiosk construction at the site.

The Service Organization will be responsible for selecting the dates and times for volunteer work events as well as be responsible for the publicity and training of volunteers at the event. City personnel may be, but are not required to be, present at the trail work events.

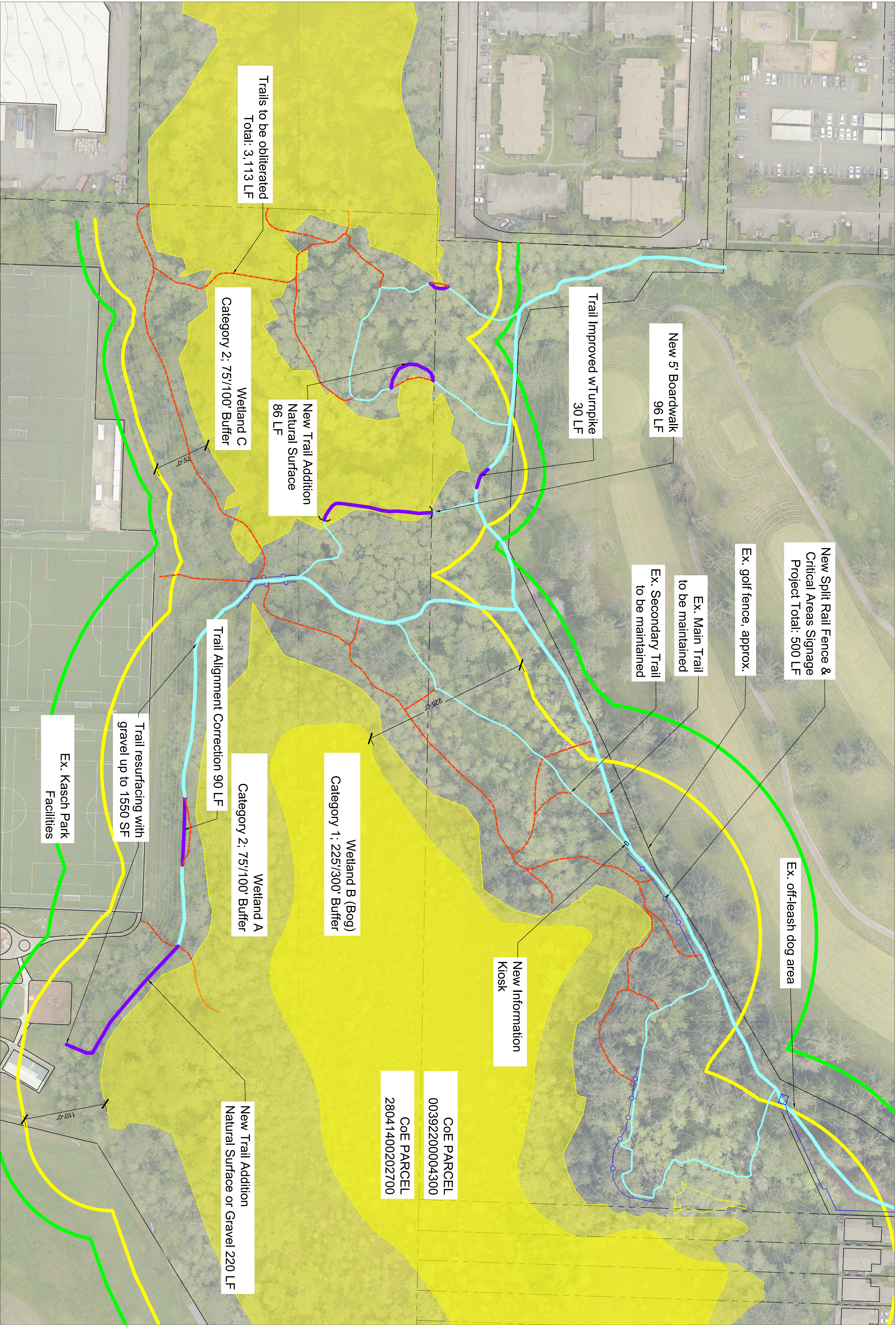
All work events will be coordinated with City personnel in advance of the event.

- 2. Trail Standards.** All trail repair and improvements shall conform to trail standards provided by the United States Forest Service and site-specific standards (such as critical areas standards) provided by the City Project Manager or designee.
- 3. Work Coordination.** The Service Organization shall coordinate and supervise repair and/or improvement volunteer work parties at the work sites designated by the agreed work plan. Service Organization shall provide trail maintenance volunteers, tools, equipment and crew leaders necessary to supervise its volunteers for work performed.
- 4. Reimbursement.** Service Organization shall be eligible for reimbursement of its expenses at the rate of \$1,400 per work party for work under agreed work plans. It is understood by both parties that work parties will average 12-18 volunteers and/or staff and will average 100 hours per work party. Service Organization will provide a timely scope of work summary, including before and after photos and a breakdown of the number of volunteers and staff and the hours worked for

each work party. Service Organization may also request reimbursement up to \$3,000 for expenses related to equipment rental. Service Organization will provide a summary of equipment rental expenses to accompany invoices. Service Organization will invoice the City no more than quarterly. The total maximum of payments to Service Organization is the amount stated in the Basic Provisions as the Maximum Reimbursement Amount. Service Organization is solely responsible for organizing the work to not exceed that amount. The City will not compensate Service Organization for “extra work” above the Maximum Reimbursement Amount without a duly executed amendment to this Agreement.

5. **Volunteer Waivers.** Each volunteer must execute a release and waiver in a form acceptable to the City Attorney. Service Organization should provide its standard waiver for City Attorney review well before the first work party. Service Organization represents that, if minors (under age 18) are participating in providing services, Service Organization assumes all responsibility for obtaining formal parental/guardian consent for the minor’s attendance and participation. Service Organization further acknowledges that Service Organization is responsible for providing adequate adult supervision for all minor volunteers during volunteer service and all adult supervisors will have successfully completed a Washington State, or Washington State Patrol, background check process indicating no concerns for assuming a supervisory role.
6. **Conduct.** Service Organization agrees to follow all park rules and regulations, and standards of conduct imposed by City. Service Organization understands and agrees that the City Project Manager or designee may at any time terminate participation in any activity under this Agreement should any group member engage in conduct that violates standards of conduct, disrupts the activity, or harms or injures the welfare of other participants and third parties. Service Organization further agrees to immediately report all unsafe acts, dangerous conditions, and injuries to the City Project Manager or designee.
7. **Drainage.** Service Organization shall not construct any new drainage features on City property. This includes water bars, drainage swales and ditches, as well as any other feature to move concentrated water. Sloping to allow sheet flow in a nonerosive manner is an allowed method of moving water off of trails.
8. **National Pollutant Discharge Elimination System (NPDES) Requirements.** Service Organization will follow all NPDES (National Pollutant Discharge Elimination System) requirements, as determined by the City Project Manager.
9. **Assumptions.** The City of Everett will lead permitting efforts, if required, and cover any associated costs. The City will work with WTA to assemble materials lists for boardwalk construction and will make related purchases for gravel, lumber, and other needed project materials.
10. **Schedule.** Due to WTA’s schedule commitments during the summer season, work may pause between May and October 2024.

EXHIBIT B
COMMUNITY SERVICES AGREEMENT
(TRAIL MAINTENANCE AND IMPROVEMENTS SCOPE OF WORK)



01 TRAILS SITE PLAN

SCALE: 1"=60'



COE PARCEL
00392200004300
COE PARCEL
28041400202700

LOGANBERRY_LANE TRAILS_IMPROVEMENTS

SITE_PLAN
APRIL_2024



PROFESSIONAL STAMP

DRAWN BY
CHECKED BY

DATE

ISSUED FOR

REVISIONS

DATE DWG. NUMBERS

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Loganberry Trails Improvement_SD

Final Audit Report

2024-08-27

Created:	2024-08-26
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGIW24XvXW1wdllq_SxWcnFI8PpyTR33

"Loganberry Trails Improvement_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-08-26 - 9:45:24 PM GMT
-  Document emailed to Lisa Page (LPage@everettwa.gov) for approval
2024-08-26 - 9:46:22 PM GMT
-  Email viewed by Lisa Page (LPage@everettwa.gov)
2024-08-26 - 9:46:42 PM GMT
-  Document approved by Lisa Page (LPage@everettwa.gov)
Approval Date: 2024-08-26 - 9:51:09 PM GMT - Time Source: server
-  Document emailed to Jen Gradisher (jen@wta.org) for signature
2024-08-26 - 9:51:15 PM GMT
-  Email viewed by Jen Gradisher (jen@wta.org)
2024-08-26 - 9:51:21 PM GMT
-  Document e-signed by Jen Gradisher (jen@wta.org)
Signature Date: 2024-08-27 - 0:22:53 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-08-27 - 0:22:59 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2024-08-27 - 0:24:57 AM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2024-08-27 - 0:25:05 AM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2024-08-27 - 0:25:12 AM GMT

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

2024-08-27 - 2:33:23 PM GMT

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

Signature Date: 2024-08-27 - 2:33:31 PM GMT - Time Source: server

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

2024-08-27 - 2:33:37 PM GMT

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

Signature Date: 2024-08-27 - 3:33:51 PM GMT - Time Source: server

 Agreement completed.

2024-08-27 - 3:33:51 PM GMT