



EVERETT ROWING ASSOCIATION AGREEMENT

THIS AGREEMENT, entered into as of the date of last signature below, between the City of Everett, hereinafter called the “City,” and the Everett Rowing Association, hereinafter called “ERA,” is as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from May 1, 2025, through December 31, 2025. This Agreement will automatically extend for additional one-year terms, unless a party to this Agreement provides written notice of non-extension to the other party no later than 30 days before the expiration of the then-current term. This Agreement replaces the parties' agreement dated May 2, 2024.

3. FACILITIES

- a) The City will provide facilities (the “Silver Lake 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 ERA’s scheduled use of the facilities. Any changes to Exhibit A will be communicated to ERA at least one month in advance.
- 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 ERA at least 48 hours prior to the scheduled use.
- c) ERA will provide staff/volunteers for each scheduled program session at the sole cost to the ERA.
- d) ERA will provide all equipment for all events and other uses of the facility under this Agreement, including, without limitation, boat shells, exercise equipment, and/or all other equipment needs.
- e) The City may provide facilities (other than the Silver Lake Facility) on a space available basis for ERA meetings, scheduling, and other ERA-related business upon request from a designated ERA representative. The ERA’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 ERA shall not allow any other agency, association, group, or league to schedule or use a facility when the ERA is scheduled to use that facility without express written consent by the City of Everett Parks and Facilities Department Director or their designee.
- g) ERA will designate one person to be the point of contact between ERA and the City. Such contact person will disseminate any information provided by the City and educate ERA, its

employees, agents, contractors, teams, coaches, and spectators regarding such information. The City reserves the right to limit the amount of use, close, or cancel any or all facility use with the City providing, except in cases of emergency, at least ten days' notice to ERA. If ERA, or any of its employees, agents, contractors, teams, coaches, invitees, guests, or spectators violate the rules, regulations, or limitations placed on the facility use, ERA, its employees, agents, contractors, teams, coaches, invitees, guests, or spectators may be prohibited from using an Athletic Facility 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). ERA shall be solely responsible for and shall perform all scheduling of programs, and ERA related events, and any service related to scheduling. ERA shall provide the City with a complete schedule of events for the term of this agreement one week prior to the first scheduled event. All schedule changes must be provided to the City in writing within 48 hours of the proposed change.

5. REVENUE AND FEES

- a) ERA 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

ERA 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 ERA's use of such facility under this agreement shall be promptly repaired by ERA to the same condition that existed prior to the damage or destruction.

7. CONDUCT

- a) ERA is responsible for the conduct of employees, agents, contractors, teams, players, coaches, spectators, invitees, and guests. ERA shall provide adequate adult supervision for all program components, including but not limited to program sessions and events as requested by the City.
- b) ERA will provide a copy of ERA'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) ERA will provide a copy of the ERA'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 ERA programs and events in accordance with Exhibit C (CITY STAFFING) of this Agreement.

9. MARKETING AND PROMOTION

The City will provide ERA marketing and promotional services in accordance with Exhibit D (MARKETING

AND PROMOTION) of this Agreement.

11. RISK MANAGEMENT

The ERA shall require participants to sign waivers/releases in a form approved by the City. ERA 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. ERA shall immediately notify the City of any safety hazards that are apparent at any park facility that ERA cannot immediately remedy.

12. INSURANCE

- a) ERA shall procure and keep in force during the term of this Agreement, at ERA'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) ERA 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. ERA agrees to provide at least thirty (30) days notice prior to cancellation of any of the insurance requirements set forth above.
- c) ERA shall procure and maintain fire and casualty insurance covering the ERA's contents of any storage facilities at ERA's own cost. Proof of this insurance shall be promptly provided to the City Attorney. ERA shall give the City at least thirty (30) days written notice of cancellation or revision 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 ERA to furnish the required insurance during the terms of this Agreement.
- e) Upon written request by the City, ERA 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, ERA 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 ERA'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 ERA'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 ERA 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 ERA, 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 ERA to indemnify and hold harmless an Indemnatee from claims, demands, damages, expenses, or suits caused solely by the negligence or willful misconduct of such Indemnatee. FOR THIS PURPOSE, ERA, 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 ERA, at any time, and for any reason, upon not less than ninety (90) days written notice to the ERA. Notice shall be deemed effective upon either (a) the second day following deposit in the United States Mail to PO Box 1774, Everett WA, 98258, 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) ERA will provide a copy of the Refund Policy and Cash Handling Procedures to the City one (1) week prior to the first scheduled facility use.
- b) ERA will provide documentation to the City of team and event registrations which will use or be held in a park facility within ten (10) business days of the completion of such team or event registration.
- c) ERA 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 ERA program. ERA will treat all City referred customers in a professional and courteous manner, such as returning phone calls, or responding to inquiries within one (1) business day of receiving such phone call or inquiry.
- e) ERA 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.

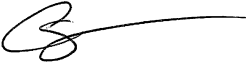
| Notice to City | Notice to the ERA |
|---|---|
| Everett Parks and Facilities Andie Allred 425-257-8347 802 E Mukilteo Blvd Everett, WA 98203 aallred@everettwa.gov | Everett Rowing Association Jon Campana PO Box 1774 Everett, WA 98258 director@everettrowing.com |

- 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

EVERETT ROWING ASSOCIATION

By: 
Cassie Franklin, Mayor

By: Jon Campaña
Jon Campana, Executive Director

Date: 04/21/2025

Date: 04/21/2025

ATTEST:


Office of the City Clerk

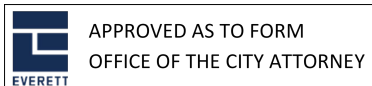


Exhibit A

SCHEDULE OF FACILITY USE

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

CITY FACILITY

Silver Lake Boat House

Monday- Friday

2:00 p.m.- 6:00 p.m.

Exhibit B

PROGRAM FEES

ERA will provide a \$1,000 deposit. The deposit will reflect the anticipated fee to be paid to the City by ERA for the first program session.

ERA will pay the City \$150 per month for exclusive use for facilities as designated with the agreement as listed in Exhibit A (Schedule of Facility Use) for programming.

ERA will pay the City 100% of fees due prior to the end of the calendar year.

ERA will provide both a registration and budget 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) primary staff person as a point of contact for ERA and contract support. A secondary contact and their information will also be provided to ERA in case the primary is unavailable. Both contact's email addresses, and direct office lines will be provided to ERA. If there is a change in contacts the City will update ERA as soon as is appropriate.

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

City staff shall be provided contact information for an ERA designated official for all ERA issues.

Exhibit D

MARKETING AND PROMOTION

The City will assist in the marketing and promotion of the program, so long as ERA 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 ERA.
- Distribution of ERA information/material to other youth athletic programs sponsored by the City upon request by the ERA.
- Distribution of ERA program information/material at Parks sponsored events upon request by the ERA.
- ERA promotion on the Parks and Facilities Department Website.

The ERA will provide the following:

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










ERA Silver Lake Youth Programming_4.9.25_SD


Final Audit Report

2025-04-22

| | |
|-----------------|---|
| Created: | 2025-04-10 |
| By: | Ashleigh Scott (AScott@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAWN1CTZfxenKfK061Wz74QdCdmj_S-0b |

"ERA Silver Lake Youth Programming_4.9.25_SD" History


-  Document created by Ashleigh Scott (AScott@everettwa.gov)
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-  Document emailed to Cory Rettenmier (cettenmier@everettwa.gov) for approval
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 Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

Signature Date: 2025-04-22 - 2:30:22 PM GMT - Time Source: server

 Agreement completed.

2025-04-22 - 2:30:22 PM GMT