



AGREEMENT FOR USE OF PROPERTY

This Use Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the CITY OF EVERETT, a Washington municipal corporation (“**City**”), and the HOUSING AUTHORITY OF THE CITY OF EVERETT, a body corporate and politic of the State of Washington (“**Owner**”), (individually a “**Party**” and collectively the “**Parties**”).

Owner owns property adjacent to the City’s Wiggums Hollow Park, as described in the Basic Provisions (the “**Property**”). Owner desires to allow the City to use the property for public park and recreational purposes. Accordingly, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

Owner Notice Address	Executive Director Everett Housing Authority 3107 Colby Avenue Everett, WA 98201
Property	The real property subject to this Agreement is owned by Owner and is located on Popular St., in Everett, Washington, with Snohomish County Parcel Number 29051700103400.
City Notice Address	Director of Parks and Facilities City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203

2. PERMISSION. Owner hereby grants permission to the City to use the Property for public park and recreational purposes.

3. MAINTENANCE. The City will perform maintenance at the City’s cost as necessary to allow use of the Property for public park and recreational purposes.

4. IMPROVEMENTS. The City may make improvements to the Property (“City Improvements”) with prior written consent of an authorized representative of the Owner. The consent request must include a description of the proposed City Improvement, the project cost, and the timeline for completion. Upon installation of a City Improvement, the City will provide the Owner with information about the City Improvement, including the project cost, date of installation, and associated back-up documentation. Any City Improvements shall become the property of Owner. Prior to the termination of this Agreement, the City at the City’s sole discretion will determine whether to remove all, some or none of City Improvements. If the City determines to remove the City Improvements, the City upon such removal will restore the

Property to a condition reasonably acceptable to Owner. City Improvements removed from the Property become the property of the City upon removal.

5. TERMINATION. Either Party may terminate this Agreement by providing at least 90 days written notice of termination to the other Party. If such notice is provided by Owner, then, in order for the termination to be effective, Owner must pay to the City a Termination Payment no later than the termination date of the Agreement. The “**Termination Payment**” is the value as of the termination date of the Agreement of all City Improvements made to the Property by the City after the effective date of this Agreement, except for those improvements that the City determines to remove prior to the termination date. For purposes of determining the value of an improvement, the Parties agree that an improvement’s value is deemed to be the City’s cost to construct the improvement depreciated on a straight-line basis for 15 years. (For example, this means that an improvement that cost \$100,000 would have \$50,000 value 7.5 years after construction and zero value on the 15th anniversary of construction). The City will provide the Termination Payment information to the Owner within 30 days of receiving the written notice of termination of this agreement by Owner.

6. INDEMNIFICATION.

A. Owner hereby agrees to save the City, its officers, employees and agents harmless and indemnify them from all loss, claims or damage occasioned to the City, its officers, employees or agents or to any third person or property by reason of any act or omission of Owner, its employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against the City, its officers, employees or agents, or any third person 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 the City, its officers, employees, agents or third persons in such suit. Any damages and expenses arising from any lawsuits, actions or claims in connection with loss of life, bodily or personal injury, or property damage arising from the use by the City of the subject property shall be allocated between the City and Owner based on each party’s comparative negligence or fault.

B. The City hereby agrees to save Owner, its officers, employees and agents harmless and indemnify them from all loss, claims or damage occasioned to Owner, its officers, employees or agents or to any third person or property by reason of any act or omission of the City, its employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against Owner, its officers, employees or agents, or any third person 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 Owner, its officers, employees, agents or third persons in such suit.

C. In the event of acts of joint negligence, liability of Owner, the City, or third party shall be allocated on the basis of proportionate fault. Each party shall pay its own defense costs. This indemnity includes claims of employees of Owner and the City and constitutes a specific waiver of Owner immunity under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

D. To the extent that RCW 4.24.115 is applicable, (i) if the claims, demands, expenses or suits are caused by or result from the concurrent negligence of (1) Owner, its employees, subcontractors or agents and (2) the City, its officers, agents and employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent provided by law; and (ii) solely for the purpose of this indemnification and defense, Owner and the City specifically waive any immunity under the State Industrial Insurance Law, Title 51 RCW. Owner and the City recognize that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

7. GENERAL.

A. Entire Agreement. This is the entire agreement of City and Owner with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement specifically supersedes and replaces the Parties' "Wiggums Hollow Park Housing Authority Agreement" dated August 5, 1998.

B. Waiver. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

C. Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court.

D. No Third Party Beneficiary. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs, personal representatives, successors and assigns of the parties hereto.

E. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party.

F. Notice. Any notice under this Agreement shall be in writing delivered by first class mail, properly addressed to the address(es) in the Basic Provisions and with the required postage. A Party may update its address by written notice to the other Party.

G. Amendments. Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Owner and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for City.

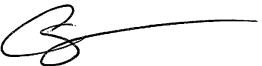
H. Counterparts/Signatures. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A Party's signature may be AdobeSign, which is fully binding.

[signatures on following page(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

CITY:

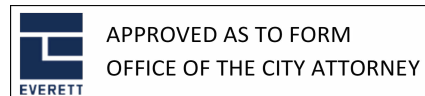
CITY OF EVERETT,
a Washington municipal corporation

By: 
Cassie Franklin, Mayor

Date: 07/09/2025


Attest:


Office of the City Clerk



OWNER:

HOUSING AUTHORITY OF THE CITY OF EVERETT,
a body corporate and politic of the State of
Washington

By: 
Mary Swenson, Executive Director

Date: 07/08/2025










Agreement for Park Use of Property for Wiggums Hollow Park_SD

Final Audit Report

2025-07-09

Created:	2025-06-26
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhGs_XcjY1dz27o_tjeQrGf_w9r-vXYUC

"Agreement for Park Use of Property for Wiggums Hollow Park_SD" History


-  Document created by Ashleigh Scott (AScott@everettwa.gov)
2025-06-26 - 7:15:45 PM GMT
-  Document emailed to kmoore@everettwa.gov for approval
2025-06-26 - 7:16:43 PM GMT
-  Email viewed by kmoore@everettwa.gov
2025-06-26 - 11:01:20 PM GMT
-  Signer kmoore@everettwa.gov entered name at signing as Kimberly Moore
2025-06-26 - 11:01:45 PM GMT
-  Document approved by Kimberly Moore (kmoore@everettwa.gov)
Approval Date: 2025-06-26 - 11:01:47 PM GMT - Time Source: server
-  Document emailed to Mary Swenson (marys@evha.org) for signature
2025-06-26 - 11:01:51 PM GMT
-  Email viewed by Mary Swenson (marys@evha.org)
2025-06-27 - 5:10:21 PM GMT
-  Email viewed by Mary Swenson (marys@evha.org)
2025-06-30 - 8:13:29 PM GMT
-  Ashleigh Scott (AScott@everettwa.gov) replaced signer Ashleigh Scott (AScott@everettwa.gov) with Marista Jorve (mjorve@everettwa.gov)
2025-07-08 - 3:18:42 PM GMT

 Email viewed by Mary Swenson (marys@evha.org)


2025-07-09 - 2:59:49 AM GMT

 Document e-signed by Mary Swenson (marys@evha.org)

Signature Date: 2025-07-09 - 3:00:07 AM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2025-07-09 - 3:00:08 AM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2025-07-09 - 5:09:34 AM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2025-07-09 - 5:09:50 AM GMT - Time Source: server

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


2025-07-09 - 5:09:52 AM GMT

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

2025-07-09 - 5:09:36 PM GMT

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

Signature Date: 2025-07-09 - 5:09:59 PM GMT - Time Source: server

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

2025-07-09 - 5:10:01 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2025-07-09 - 5:22:09 PM GMT

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

Signature Date: 2025-07-09 - 5:22:45 PM GMT - Time Source: server

 Agreement completed.

2025-07-09 - 5:22:45 PM GMT