



**MANAGEMENT AGREEMENT FOR CITY PROPERTY
(FOR PROJECT FUNDED BY GRANT AGREEMENT WITH THE CITY)**

This Management Agreement for City Property ("**Agreement**") is made as of date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Manager identified in the Basic Provisions ("**Manager**"). This Agreement includes the Basic and General Provisions, and the attached Project-Specific Provisions.

A. BASIC PROVISIONS

Grant Agreement	Volunteers of America Western Washington (VOAWW) Pallet Community Management Use Agreement
Project	Pallet Shelter Community Project, in accordance with the Grant Agreement and with the Management Responsibility Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200, as such Management Responsibility Plan may be amended from time to time
Manager	Volunteers of America Western Washington
	2802 Broadway
	Everett, WA 98201
	Contact Name: Kristi Myers
	Contact Email: kmyers@voaww.org
Term	The term of this Agreement is from <u>November 1, 2025</u> to <u>October 31, 2027</u> .
Property	A depiction of the Property is attached as part of the Project-Specific Provisions.
City Notice Address	Community Development City of Everett 2930 Wetmore Ave Everett, WA 98201
Manager Insurance Contact Information	Arthur J Gallagher Risk Management Services, LLC
	206-819-7502
	Jordan_Stair@ajg.com

B. GENERAL PROVISIONS

1. PROPERTY MANAGEMENT. During the Agreement Term, Manager will manage the Property using funds from the Grant Agreement for Project purposes in accordance with this Agreement. Manager has examined the Property and is familiar with the Property and the improvements in the Property.

2. TERM. The Term of this Agreement is as set forth in the Basic Provisions, unless terminated earlier as set forth in this Agreement.

3. TERMINATION. Either party may terminate this Agreement at any time and for any reason effective upon 60-days prior written notice to the other party. Either party may also terminate this Agreement effective upon written notice to the other party in the event of material breach of this Agreement. These rights are in addition to any other rights at law or in equity.

4. PROJECT. Manager shall manage the Property for Project purposes. Manager shall not use or permit the use of the Property for any other purpose without the prior written consent of the City, which may be withheld at the City's sole discretion.

5. COMPLIANCE WITH LAW. Manager shall manage the Property in accordance with all applicable federal, state or local law.

6. INSPECTION AND RIGHT-OF-ENTRY. The City and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Manager is complying with the terms of this Agreement.

7. MAINTENANCE OF PROPERTY. As part of its management of the Property, Manager shall at all times throughout the Term use good faith efforts to keep the Property in good order, condition and repair, free of debris, odors and garbage, subject to the terms and conditions of the attached Project Specific Provisions. Any damage caused by Manager to the Property shall be promptly repaired or replaced by Manager, excepting damage covered by insurance of either party, which the parties waive subrogation rights regarding.

8. THE CITY'S ACCESS FOR REPAIRS. The City reserves the right to make repairs, alterations, connections or extensions to the Property as the City deems necessary, and Manager shall permit the City to enter the Property for this purpose at any time.

9. ALTERATIONS. Manager shall not make or permit to be made any alterations, additions, improvements or installations in or to the Property, or place signs or other displays visible from outside of the Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Property, the Manager will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Property.

10. ASSIGNMENT. This Agreement may not be assigned without the City's consent, which may be withheld at the City's sole discretion.

11. INDEMNIFICATION.

(a) Indemnity. To extent of Manager's negligence, violation of law, breach of this Agreement, or willful misconduct, Manager shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Manager's use of the Property or from the conduct of Manager's business or from any activity, work, or other things done or permitted by Manager in or about the Property, (b) the Project , and (c) from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. This Section shall survive the expiration or termination of this Agreement. For the purposes of this Agreement, the claims, actions, damages, liability and expenses for which Manager must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

(b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole negligence or willful misconduct of the City, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) the City, its officers, employees or agents, and (ii) Manager, its officers, employees or agents, then this Section will provide the City the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Manager's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Manager and its employees, to maximum extent allowed by law. THE CITY AND MANAGER ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. The City shall not be liable to Manager for any loss, injury or damage to Manager or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees without contributory negligence on the part of Manager. As a material part of the consideration to the City for this Agreement, Manager hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this Agreement.

12. INSURANCE.

Manager shall, throughout the Term, at its own expense, keep and maintain in full force and effect the following policies, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Manager's liability insurance:

I. A policy of commercial general liability insurance, including a contractual liability endorsement covering Manager's obligations under Section 11 above, insuring against claims of bodily injury and death or property damage or loss with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location.

Manager shall include City, and its officers, employees and agents as additional insureds. The limit may be reasonably increased at City's request.

II. A policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than One Million and No/100 Dollars (\$1,000,000.00).

III. In the event Manager uses automobiles for the Project, a policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A-Class VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to the City. Manager shall deliver to the City, prior to the commencement of its occupation of the Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. If Manager fails to acquire or maintain any insurance or provide evidence of insurance required by this Section, City may, but shall not be required to, obtain such insurance or evidence and the costs associated with obtaining such insurance or evidence shall be payable by Manager to City on demand together with a fee for overhead and administrative expenses equal to 10% of such costs.

13. HAZARDOUS MATERIALS.

Manager shall not cause or permit any storage, use, sale, release, generation or disposal of any hazardous materials (as defined under state or federal environmental laws) in, on or about the Property; provided, however, Manager shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of such hazardous materials, such as ordinary cleaning and ordinary maintenance products used by Manager for cleaning and maintenance in the reasonable and prudent conduct of the Project on the Property. Manager further covenants and agrees that, at all times during the Term of this Agreement, Manager shall comply with all applicable environmental laws (as defined below), now or hereafter in effect, regulating Manager's occupation and/or operation and/or use of the Property.

14. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, to the notice addresses provided in Part A of this Agreement. A party may change its notice address effective on written notice to the other party. In lieu of the foregoing, the City may deliver any notice to the Manager's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the

default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term, or condition of this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) Nature of Agreement/No Third Party Rights. The City does not warrant its title or ownership of the Property. The City is not prohibited from granting permission to others to occupy or use portions of the Property where such uses are not inconsistent with this Agreement. The City reserves all rights not expressly granted by this Agreement. This Agreement does not create any rights in any third party.

(d) Risk of Loss to Manager's Property. Manager bears all risk of any and all damage and loss to Manager's property being on the Property.

(e) Entire Agreement; Amendment. This Agreement (and the Grant Agreement) represents the entire agreement between the parties relating to the Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of Manager signing on behalf of Manager.

(f) Severability. If any provision of this Agreement or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this Agreement and any other application of such provision shall not be affected thereby.

(g) Choice of Law and Venue. This Agreement shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this Agreement shall be in Snohomish County, Washington.

(h) Survivability. All clauses of this Agreement that require performance beyond the expiration of termination of the Agreement shall survive such termination or expiration.

(i) Signatures. This Agreement will be signed with AdobeSign, and AdobeSign signatures are fully binding.

[signatures on following pages(s)]

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

**CITY OF EVERETT
WASHINGTON**

VOLUNTEERS OF AMERICA WESTERN WASHINGTON



Cassie Franklin, Mayor

12/01/2025

Date

ATTEST



Office of the City Clerk

Kristi Myers

Signature: _____

Name of Signer: Kristi Myers

Signer's Email Address: kmyers@voaww.org

Title of Signer: Chief Operating Officer



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
NOVEMBER 1, 2023

ATTACHMENT TO MANAGEMENT AGREEMENT

PROJECT-SPECIFIC PROVISIONS

1. MANAGEMENT OF PROPERTY

Manager shall manage the Property for Pallet Shelter Community Project. This management shall be in accordance with the Grant Agreement and with Management Responsibility Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200, as such Management Responsibility Plan may be amended from time to time

2. PALLET SHELTERS

a. The City has purchased pallet shelters made by Pallet SPC, which Pallet SPC has assembled on the Property.

b. As long as this Agreement is in effect, Manager shall use the pallet shelters on the Property for the Project. The pallet shelters will remain the property of the City and shall not leave the Property.

c. The City fire code official reserves the right to inspect the pallet shelters. Prior to any such inspection, Manager shall remove all personal items and/or storage from the pallet shelters to be inspected.

d. To the extent of funds available from the Grant Agreement, Manager shall maintain and repair the pallet shelters, including without limitation maintenance and repair of damage caused by users of the pallet shelters. However, if Manager discovers a manufacturer's defect in a pallet shelter, Manager will immediately notify the City, so the City can make arrangements with the Pallet SBC for repair. To the extent of damage or need for repairs or maintenance for which funds from the Grant Agreement are not available or not sufficient, the repairs or maintenance shall be carried out by the City. Repair or major maintenance activities may include, but are not limited to, the expenses related to labor for pallet structures. Should labor beyond minor maintenance be needed, it shall follow state prevailing wage requirements and/or be carried out by the City.

e. The City will be responsible for landscaping maintenance, including, but not limited to, mowing, edging and weeding. Manager will be responsible for snow removal and de-icing.

f. Manager will not make permanent alterations to any pallet shelter without the written approval of the City.

g. Manager shall at the termination of this Lease leave the pallet shelters on the Property in as good condition as when received by Manager from the City, reasonable use and wear excepted, with such reasonable use and wear taking into account the purposes of the

Project, but subject to the limitation on the Manager's repair and maintenance obligations to use of funds available under the Grant Agreement, as provided above, and excepting casualty damage.

h. Manager will provide live on-site security from 8:00 PM to 6:00 AM, seven days per week.

3. FENCING

The City will maintain and repair the Property fencing including without limitation maintenance and repair of damage caused by users of the pallet shelters.

4. UTILITIES AND SERVICES

a. The City will provide and maintain water and sewer connections to the Property at the City's cost. Manager will pay for all Project water and sewer usage from funds from the Grant Agreement. If users of the Project damage the water or sewer connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the water or sewer connections, Manager will repair such damage at Manager's cost.

b. The City will provide and maintain electricity connections to the Property and electricity connections to the exterior of each of the pallet shelters at the City's cost. Manager will pay for all Project electricity usage using funds from the Grant Agreement. If users of the Project damage the electricity connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the electricity connections, Manager will repair such damage at Manager's cost.

c. If gas service is determined necessary by mutual agreement of the City and Manager, the City will provide and maintain gas connections at the City's cost. Manager will pay for all Project gas usage using funds from the Grant Agreement. If users of the Project damage the gas connections, Manager will repair such damage at Manager's cost from funds from the Grant Agreement. If Manager causes damage to the gas connections, Manager will repair such damage at Manager's cost.

d. Manager will pay for any other utilities or services (including without limitation garbage service and internet) as necessary for the Project using funds from the Grant Agreement.

5. OWNERSHIP AND DISPOSITION OF PROPERTY, EQUIPMENT AND SUPPLIES

Unless otherwise directed by the City in writing, any property purchased with City funds must be returned to the City at the end of the Term of this Agreement.

6. CHILDRENS PLAYGROUND EQUIPMENT

Manager is solely responsible for installation, maintenance, repair and operation of any children's playground equipment on the Property. In addition to indemnity and defense and hold harmless obligations that Manager may have elsewhere in this Agreement, Manager shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to any personal injuries or death arising from or relating to the playground equipment.

7. PARTICIPANT TERMINATION FROM PROGRAM

Manager will inform every Project participant of the Project's rules and policies for continued program participation. This includes informing each participant of behaviors or activities that may result in termination of the participant's participation in the Project. Manager will require each participant to sign a plain language agreement that states these rules and policies and states the consequences of termination from the program, which may include loss of access to the Property and loss of access to on-site services. If a participant is terminated from the program pursuant to the rules and policies and court proceedings are necessary to remove the participant from the Property, then Manager and City will confer and Manager will provide the City a copy of the participant's signed rules and policies agreement, after which the City will take the necessary steps at the City's cost to accomplish the removal. While the parties agree that no court proceedings should be necessary in any case of participant termination from the program, the parties nevertheless agree to fully cooperate with each other in such proceedings if they become necessary.

8. PROPERTY DEPICTION

A depiction of the Property is included as the next page.













VOAWW Pallet Community Management Use Agreement_10.29.25_SD

Final Audit Report

2025-12-01

Created:	2025-11-05
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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