



YMCA OF SNOHOMISH COUNTY PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (this "Agreement"), entered into as of April 15, 2026, between the City of Everett, hereinafter called the "City," and YMCA of Snohomish County, hereinafter called the "YMCA" is as follows:

1. PURPOSE

The purpose of this Agreement is to establish an understanding and working relationship between the YMCA and the City. This Agreement is intended to memorialize a working understanding for the provision of facilities for use by the YMCA as it relates to, fees, scheduling, use of facilities and other issues associated with the YMCA offering camp programming in the City's Camp Patterson facilities at Thornton A. Sullivan Park at Silver Lake.

2. TERM

This Agreement shall commence as of March 1, 2026, and shall be completed by February 28, 2031. For the purposes of this Agreement, a "Contract Year" is from March 1 to February 28, so that there are five Contract Years during the term of this Agreement:

- April 15, 2026 to April 14, 2027
- April 15, 2027, to April 14, 2028
- April 15, 2028, to April 14, 2029
- April 15, 2029, to April 14, 2030
- April 15, 2030, to April 14, 2031

This agreement is the first of potentially two, five-year extensions.

3. CAMP PATTERSON FACILITIES

- a) The YMCA may use the facilities and areas shown in Exhibit A (SCHEDULE OF FACILITY USE) for camp programming use. These facilities and areas for such YMCA use shown in Exhibit A (SCHEDULE OF FACILITY USE) are referred to in this Agreement as the "Camp Patterson Facilities." The YMCA's use of the Camp Patterson Facilities is limited to the dates and times listed in Exhibit A (SCHEDULE OF FACILITY USE). Exhibit A (SCHEDULE OF FACILITY USE) may be revised from time to time, with written approval of the Director of Parks and Facilities or designee. The YMCA will comply with all rules and restrictions listed in Exhibit C (FACILITY RULES AND REGULATIONS).

- b) The City will be responsible for making the Camp Patterson Facilities available for the dates and times listed in Exhibit A (SCHEDULE OF FACILITY USE).
- c) The City provides use of the Camp Patterson Facilities strictly on an "as-is" basis. The YMCA is solely responsible for determining whether the Camp Patterson Facilities are appropriate for the YMCA's intended camp programming.
- d) The YMCA will designate one person to be the point of contact between the YMCA and the City. Such contact person will disseminate any information provided by the City and educate the YMCA, its employees, agents, contractors, and others regarding such information.
- e) The City retains the right to rent out the shelter area and Silver Hall within Camp Patterson during days and times not listed in Exhibit A (SCHEDULE OF FACILITY USE)
- f) The City is responsible for the costs of all utilities. The City will remove trash daily. The YMCA is responsible for all other cleaning related to YMCA use.
- g) The City is responsible for typical mowing and brush maintenance.

4. SCHEDULE

Exhibit A (SCHEDULE OF FACILITY USE) contains the dates and times that the Camp Patterson Facilities are available for YMCA use. The YMCA shall be solely responsible for and shall perform all scheduling of camps and any service related to scheduling. The YMCA shall provide the City with a complete schedule of camps for each Contract Year one week prior to the first scheduled camp or other event. All schedule changes must be provided to the City in writing within 48 hours of the proposed change.

5. REVENUE AND FEES

- a) The YMCA shall pay the City fees established by Exhibit B (PROGRAM FEES).
- b) The YMCA will provide a report of the actual campers that attended camp by the first working day in September following the end of camp.

6. MAINTENANCE/MODIFICATIONS

- a) The City will be responsible for general maintenance and repair of the Camp Patterson Facilities.
- b) The YMCA shall be solely responsible for returning the Camp Patterson Facilities to a substantially similar or better condition after use. Any damage or destruction to the Camp Patterson Facilities related to the YMCA's use under this Agreement shall be promptly repaired by the YMCA to the same condition that existed prior

to the damage or destruction. The YMCA will be responsible for reporting any damage or destruction to facilities used immediately to the City contact.

- c) The YMCA shall not alter or modify any of the Camp Patterson Facilities without the written consent of Director of Parks and Facilities or designee.
- d) The YMCA will update the signage in the parking lot and on the facilities to represent the YMCA program. However, no current signage will be removed or covered.
- e) The YMCA may request to add features at its own expense to the property that would enhance the program and the general facility. Those items that are not portable become property of the City of Everett.

7. CONDUCT OF CAMP PROGRAMMING

- a) The YMCA is solely responsible for camp programming. The YMCA is responsible for the conduct of employees, agents, contractors, campers, and guests. The YMCA shall always provide adequate supervision at a ratio in accordance with standard practices for well-run day camp programs.
- b) The YMCA is responsible for providing at the YMCA's cost all labor, equipment, oversight and all else needed for camp programming, as determined by the YMCA. For example, the YMCA will provide all equipment for all uses of the Camp Patterson Facilities under this Agreement, including, without limitation, honey buckets, handwashing stations and boats.
- c) The YMCA will provide a certified lifeguard at all times when campers are swimming or boating.

8. CITY STAFFING

The City will provide staffing to assist with facility use coordination.

9. MARKETING AND PROMOTION

The City will assist in the marketing and promotion of the YMCA, provided that the YMCA is in compliance with all City policies.

10. RISK MANAGEMENT

The YMCA shall immediately or 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 relating to Camp Patterson. The YMCA shall immediately notify the City of any safety hazards that are apparent at Camp Patterson that the YMCA cannot immediately remedy.

11. INSURANCE

- a) The YMCA shall procure and keep in force during the term of this Agreement, at the YMCA'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 YMCA shall procure and maintain Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$5,000,000 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.
- c) The YMCA shall procure and maintain Sexual Misconduct (abuse and molestation) liability insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$5,000,000 in the annual aggregate.
- d) The YMCA shall procure and maintain fire and casualty insurance covering the YMCA's contents of any storage facilities at the YMCA's own cost.
- e) The YMCA agrees to provide at least thirty (30) days' notice prior to cancellation of any of the insurance requirements set forth above. 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 YMCA to furnish the required insurance during the terms of this Agreement.
- f) Upon written request by the City, the YMCA 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.
- g) Prior to any activity pursuant to this Agreement, the YMCA shall provide the City with a Certificate of Insurance acceptable to the City evidencing the above-required insurance together with an Additional Insured Endorsement(s) naming the City of Everett and its 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 YMCA's obligations to fulfill the requirements.
- h) The insurance policies identified in this Section will be primary as to the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the YMCA's insurance. The Additional Insured Endorsement(s)

required under subsection g) of this Section must include a statement that such insurance will apply as primary insurance on behalf such additional insureds.

12. INDEMNIFICATION

The YMCA shall indemnify, defend and hold harmless the City and its officers, employees and agents (each such person, an "indemnitee") against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) the YMCA's use of the Camp Patterson Facilities or the YMCA's camp programming or any activity, work, or other things done or permitted by YMCA in or about the Camp Patterson Facilities, (b) any injury to any camper, (c) any breach or default in the performance of any obligation on YMCA's part to be performed under the terms of this Agreement, (d) any act or omission, negligence or willful misconduct of the YMCA, or any officer, agent, employee, guest, camper or invitee of the YMCA, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon.

Nothing herein shall require the YMCA to indemnify and hold harmless an indemnitee from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of such indemnitee. This Section is specifically and expressly intended to constitute a waiver of the YMCA's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide each indemnitee with a full and complete indemnity from claims made by the YMCA and its employees to maximum extent allowed by law. YMCA AND CITY ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

13. 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 any and all other remedies a party may have at law or in equity.

14. TERMINATION OF CONTRACT

The City or the YMCA may terminate this Agreement for any reason, without any liability whatsoever to the other party, effective upon six-months prior written notice to the other party.

In the event of a breach of this Agreement, the non-breaching party may deliver written notice requiring cure of the breach within 14 calendar days. If the breach is not cured within such 14 calendar days, then the non-breaching party may terminate this Agreement effective on written notice to the breaching party.

Notice shall be deemed effective upon either (a) the second day following deposit in the United States Mail to YMCA of Snohomish County, PO Box 419, Everett, WA 98206-0419 or Everett Parks and Facilities, 802 E. Mukilteo Blvd, Everett, WA 98203, as applicable, 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.

15. MISCELLANEOUS


- a) The YMCA will discuss all issues it believes may be affected by this Agreement with the City at such time as the issue arises.
- b) 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.
- c) 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.
- d) The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.
- e) No amendment to this Agreement will be effective unless it is in writing and signed by the parties.
- f) 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.
- g) 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.
- h) 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 YMCA
Everett Parks and Facilities Cory Rettenmier 425-257-7314 802 E. Mukilteo Blvd Everett, WA 98203 crettenmier@everettwa.gov	YMCA of Snohomish County Peyton Tune PO Box 419 Everett, WA 98206-0419 ptune@ymca-snoco.org

- i) 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.
- j) The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.

CITY OF EVERETT WASHINGTON

YMCA OF SNOHOMISH COUNTY



 By: _____
 Cassie Franklin, Mayor

Peyton Tune
 By: _____
 Peyton Tune, CEO

Date: 02/19/2026

Date: 02/18/2026

ATTEST:



 City Clerk

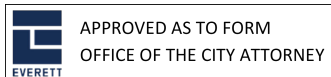


Exhibit A
SCHEDULE OF FACILITY USE

Camp Patterson Facilities. The YMCA has use of the Camp Patterson Facilities at Thornton A. Sullivan Park at Silver Lake as shown in the attached diagram. This includes:

- Restroom building 301
- Sports and Activity Bldg. 300
- Music and Movement Bldg. (Year-round storage provided in this building)
- Shelter
- Camp Office
- Northernmost dock located below camp
- Beach and swimming area between the two docks
- Silver Hall
- Boat Storage - specific storage to be determined each season
- Designated parking area for two buses
- 6 parking spots for drop-off and pick up in front of camp entrance

Keys to access the buildings and gates listed must be checked out from Cory Rettenmier and must be returned to the Recreation Office by the first day in September following camp completion

Schedule. The YMCA may use the Camp Patterson Facilities from Monday through Friday from 6:30 A.M to 6:30 P.M from June 15th to September 14th. The City retains the right to rent out the shelter area and Silver Hall within Camp Patterson during days and times that the camp is not being used.

The Director of Parks and Facilities or designee may adjust the times and dates stated above to meet the specific dates and times needed for camps.

The YMCA will also have access to the facility for "Spring Preview" and Fall Festival open house(s) at a time that is mutually agreeable to both the YMCA and the City.

Exhibit B
PROGRAM FEES

The YMCA will pay the City a base fee for any week or part thereof that the Camp Patterson Facilities are used for camp. There is no base fee for a week during which there is no camp. The base fee per week is for up to sixty (60) registered campers. The YMCA will pay the City the base fees once a month, with the base fees for all weeks in a month due by the 15th day of that month. Partial camp weeks are prorated.

Additionally, the YMCA will pay an additional fee per week per actual registered camper above sixty (60) campers. The YMCA will pay all such additional fees to the City no later than September 15th.

This agreement is for five years. Each contract year will have a fee increase of 2%. The table below outlines the fees for the 5-year term.

<i>Contract Year</i>	<i>Per Week</i>	<i>Per Day</i>	<i>Per Camper</i>
April 15, 2026 to April 14, 2027.	810	162	13.50
April 15, 2027, to April 14, 2028.	826.20	165.24	13.77
April 15, 2028, to April 14, 2029.	842.40	168.48	14.04
April 15, 2029, to April 14, 2030;	859.20	171.84	14.32
April 15, 2030, to April 14, 2031.	876	175.20	14.60

Failure to pay the City may result in termination of the Agreement.

Exhibit C
FACILITY RULES AND REGULATIONS

1. No alcohol or other drugs allowed on City of Everett property.
2. Daily litter pick-up of all park areas used will be conducted at the end of each day's program. All debris and garbage must be removed or placed in appropriate cans; do not leave garbage outside of cans
3. All items need to be removed from park property no later than five business days after completion of camp, except those items being stored in the Music and Movement building year-round.
4. Tents or structures must be portable, and stakes may only be used if the holes are refilled. Weights are preferred as anchors.
5. Equipment trailers may be parked and left at the park during the program. The parking location must be coordinated with Cory Rettenmier, 425-257-7314.
6. City is not responsible for the security of the trailers or contents.
7. Vehicles are not permitted to be parked in the Camp Patterson area unless they are loading and unloading and are not permitted to drive on the turf.
8. If an emergency arises, please call 911. If during your permitted use you need to reach a staff member during normal business hours, please contact the Recreation Office at 425-257-8300 ext. 2. After-hours Cory Rettenmier can be contacted directly at 425-359-5453.
9. Report any damage to City staff before leaving the facility or call the Point of Contact to report damage immediately.
10. The YMCA will inform the City via email of any complaints that could in any way involve the City.












YMCA Camp P Facility Use_1.22.26_SD


Final Audit Report

2026-02-19


Created:	2026-01-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5DCdhMxBP0EHLuG2EFNvMZMrVPUJkpT

"YMCA Camp P Facility Use_1.22.26_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Marista Jorve (mjorve@everettwa.gov) replaced signer ptune@ymca.snoco.org with Peyton Tune (ptune@ymca-snoco.org)
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 Agreement completed.

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