



**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	Everett Little League
	6515 Morgan Road Everett, WA 98203
	Contact Person: David Simms
	president@everettlittleleague.org
City Project Manager	Kimberly Moore
	City of Everett – Parks & Facilities Department 802 E. Mukilteo Blvd. Everett, WA 98203
	kmoore@everettwa.gov
Brief Summary of Scope of Work	EvLL would like to make improvements at Garfield Park. This includes adding 200' of fencing to the T-ball field, new dirt infield, new equipment shed, and pitching warm-up area in left field.
Completion Date	December 31, 2026

BASIC PROVISIONS	
Reimbursement (must select one)	<input checked="" type="checkbox"/> The Work is at no cost to the City. The City will not reimburse or otherwise compensate Service Organization for the Work. Sections 5.A-C of the attached General Provisions do not apply to this Agreement. <input type="checkbox"/> The City will reimburse Service Organization up to the Maximum Reimbursement Amount. Maximum Reimbursement Amount is <u>Enter amount</u> . Section 5 of the attached General Provisions applies to this Agreement.
Service Organization Insurance Contact Information	David Irwin
	570-473-2150
	Dlrwin@Keystoneinsgrp.com

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**

EVERETT LITTLE LEAGUE




Cassie Franklin, Mayor

Signature: _____

Name of Signer: David Simms
 Signer's Email Address: dsimms@hotmail.com
 Title of Signer: President

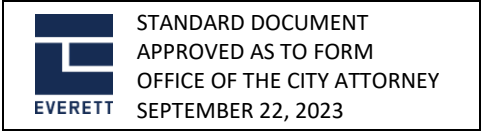
03/07/2026

Date

ATTEST



Office of the City Clerk



**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. **Work on City Property.** To the extent that the Work includes work of any kind on City-owned real property, the following provisions apply:
 - A. **Approved Work Plan.** No work on City property may start until after the City’s Project Manager has approved in writing all contractors, specifications, plans and/or schedules for the Work. The approved plans, specifications, and/or schedules are referred to in this Agreement as the “Approved Work Plan.” Service Organization will coordinate and complete the Work in accordance with the Approved Work Plan(s). Work may be completed in phases with separate Approved Work Plans for each phase. Approval of an Approved Work Plan is solely for the purposes of this Agreement and does not replace any permit, regulatory approval or other permission that may be required for the Work.
 - B. **Permits.** Unless specifically stated otherwise in the Scope of Work, Service Organization is responsible at its own cost to obtain all permits and approvals needed for the Work.
 - C. **Volunteers.** The Service Organization may use volunteers for the Work. Volunteers are individuals to whom no wage or salary compensation is paid, but the Service Organization may provide volunteers with clothing or tools; meals or refreshments; and accident/injury insurance coverage. Each volunteer participating in Work on City property 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.
 - D. **Minors.** If minors (under age 18) are participating in the Work, 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 for ensuring that all adult supervisors of minors have successfully completed a Washington State, or Washington State Patrol, background check process indicating no concerns for assuming a supervisory role.
 - E. **No Warranty/As-Is.** Service Organization enters upon City property and its improvements in their “as is” condition. City makes no representations or warranties about City property or its suitability for the Work or for anything else. Service Organization enters upon City property at its sole risk.
 - F. **Damage to Property.** Service Organization shall not damage City property. All property damage caused by Service Organization (or its agents, representatives, volunteers or contractors) to City property shall be promptly repaired or replaced by Service Organization at Service Organization’s sole cost.
 - G. **Standards of Conduct.** Service Organization agrees to follow all rules and regulations and standards of conduct imposed by City relating to the City property on which the Service Organization is undertaking the Work. 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 volunteer or other 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.

- H. **Hazardous Materials.** Service Organization shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about City property; provided, however, Service Organization shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Service Organization for cleaning and maintenance in the reasonable and prudent conduct of the Work. Service Organization further covenants and agrees that at all times during the term of this Agreement, Service Organization shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Contractor's occupation and/or operation and/or use of City property. "**Hazardous Materials**" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons. "**Environmental Laws**" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).
- I. **Liens.** 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.
- J. **Public Property.** City property is public property. Regardless of any other provision of this Agreement, the City may at any time and at the City's sole discretion move or eliminate any or all of the Work from City property.

3. **Intellectual Property Rights/Warranties.** 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. Upon Work completion, all Work warranties must be assigned to the City.
4. **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.
5. **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.
 - D. If the Work is to be performed at no cost to the City, the parties hereto acknowledge and agree that this Agreement is for mutual benefits, which are together with the other promises and covenants herein adequate and sufficient consideration for this Agreement.
6. **Prevailing Wages.** Unless otherwise determined by the City, all workers and laborers who are paid for Work of construction, alteration, repair, or improvement under this Agreement (regardless of whether such payments are from Service Organization or Service Organization subcontractor of any tier) 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). These wages may be found at the following website address for the Department of Labor & Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Unless otherwise determined by the City, the prevailing wage rates in effect on the date of this Agreement are the applicable prevailing wage rates. A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Procurement Office, located at 3200 Cedar Street, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for this Project. In referencing such rates, City does not imply or warrant that the Service Organization's will find labor available at those rates. It is Service Organization's sole responsibility to determine the wage rates actually paid. If prevailing wages are required and, unless otherwise determined by City in accordance with applicable law, (1) Service Organization shall post the Prevailing Rate of Wage Statement in a location readily visible to workers at the job site or as allowed by RCW 39.12.020 and (2) Service Organization and each any every, sub-contractor, and lower-tier contractors working on the Work shall file the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid forms. Service Organization is responsible for filing all forms with the Department of Labor and Industries (L&I) and is responsible for paying all filing fees.
7. **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.
8. **Subletting/Assignment of Contracts.** Service Organization shall not sublet or assign any of the Work without the express, prior written consent of the City.

9. **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. 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.
- C. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. **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. Not Used.
 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. Not Used.
- 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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **Compliance with Federal, State and Local Laws/Grant Requirements.** 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. Service Organization is solely responsible for compliance with any grant that Service Organization has received for the Work.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
24. **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.
25. **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.
26. **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.
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
(SCOPE OF WORK)

1. **Agreed Work Plan(s)**. The City Project Manager and an authorized Service Organization representative will meet from time to time to develop Approved Work Plans, which may include work locations, work dates and times, and what work will be undertaken by Service Organization's volunteers. Work may include:
 - a. Everett Little League would like to make improvements at Garfield Park. These improvements include adding 200' of fencing to the T-ball field in the NW corner of the park, new dirt infield, new equipment shed, and potential pitching warm-up area in left field.
 - b. other work, as agreed.

While the Approved Work Plans need not be formal, they must be in writing. Service Organization will not undertake any work on City property except in accordance with an Approved Work Plans.

2. **Trail Standards**. All trail maintenance 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 maintenance and/or improvement volunteer work parties at the work sites designated by the Approved Work Plan(s). Service Organization shall provide trail maintenance volunteers, tools, equipment and crew leaders necessary to supervise its volunteers for work performed.
4. **Reimbursement**. Service Organization is not eligible for reimbursement of its expenses for work under Approved Work Plans. 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. The City will not compensate Service Organization for "extra work" above the scope of work outlined in this Agreement.
5. **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.
6. **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.











Community Services Agreement_EvLL_Garfield _SD_030426

Final Audit Report

2026-03-09


Created:	2026-03-06
By:	Marista Jorve (mjorve@everettwa.gov)
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-  Signer president@everettlittleleague.org entered name at signing as David Simms
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 Agreement completed.

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