



SERVICES AGREEMENT

This 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 United States Tennis Association ("**TENNIS PROGRAM**" or "**Service Provider**").

BASIC INFORMATION	
Service Provider Information	United States Tennis Association (USTA)
	9746 SW Nimbus Ave Beaverton OR, 97008
	mfiocchi@pnw.usta.com
City Project Manager	Cory Rettenmier
	City of Everett -- Parks and Facilities 802 E. Mukilteo Blvd Everett WA 98203
	crettenmier@everettwa.gov
Brief Summary of Scope of Work	Provide youth tennis programming
Term	2026

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
<p>Willful Wage Violation Certification</p>	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from date of last signature through December 31, 2026. 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.

3. FACILITIES

- a) The City will provide facilities (the “Clark Park Tennis Courts”) 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 TENNIS PROGRAM’s scheduled use of the facilities. Any changes to Exhibit A will be communicated to TENNIS PROGRAM 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 TENNIS PROGRAM at least 48 hours prior to the scheduled use.
- c) TENNIS PROGRAM will provide staff/volunteers for each scheduled program session at the sole cost to the TENNIS PROGRAM.
- d) TENNIS PROGRAM will provide all equipment for all events and other uses of the facility under this Agreement, including, without limitation, tennis racquets, tennis balls, exercise equipment, and/or all other equipment needs.
- e) The City may provide facilities on a space available basis for TENNIS PROGRAM meetings, scheduling, and other TENNIS PROGRAM-related business upon request from a designated TENNIS PROGRAM representative. The TENNIS PROGRAM'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 TENNIS PROGRAM shall not allow any other agency, association, group, or league to schedule or use a facility when the TENNIS PROGRAM is scheduled to use that facility without express written consent by the City of Everett Parks and Facilities Department Director or their designee.
- g) TENNIS PROGRAM will designate one person to be the point of contact between TENNIS PROGRAM and the City. Such contact person will disseminate any information provided by the City and educate TENNIS PROGRAM, its employees, agents, contractors, teams, coaches, and spectators regarding such information.
- h) 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 case of an emergency, at least ten days' notice to TENNIS PROGRAM. If TENNIS PROGRAM, or any of its employees, agents, contractors, teams, coaches, invitees, guests, or spectators violate the rules, regulations, or limitations placed on the facility use, TENNIS PROGRAM, 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). TENNIS PROGRAM shall be solely responsible for and shall perform all scheduling of programs, and TENNIS PROGRAM related events, and any service related to scheduling. TENNIS PROGRAM 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) TENNIS PROGRAM 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

TENNIS PROGRAM 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 TENNIS

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

7. CONDUCT

- a) TENNIS PROGRAM is responsible for the conduct of employees, agents, contractors, teams, players, coaches, spectators, invitees, and guests. TENNIS PROGRAM shall provide adequate adult supervision for all program components, including but not limited to program sessions and events as requested by the City.
- b) TENNIS PROGRAM will provide a copy of TENNIS PROGRAM'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) TENNIS PROGRAM will provide a copy of the TENNIS PROGRAM'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 park's facility.

8. CITY STAFFING

The City will provide staffing to assist with facility use coordination for TENNIS PROGRAM programs and events in accordance with Exhibit C (CITY STAFFING) of this Agreement.

9. MARKETING AND PROMOTION

The City will provide TENNIS PROGRAM marketing and promotional services in accordance with Exhibit D (MARKETING AND PROMOTION) of this Agreement.

10. RISK MANAGEMENT

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

11. INSURANCE

- a) TENNIS PROGRAM shall procure and keep in force during the term of this Agreement, at TENNIS PROGRAM'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) TENNIS PROGRAM 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. TENNIS PROGRAM agrees to provide at least thirty (30) days' notice prior to cancellation of any of the insurance requirements set forth above.
- c) TENNIS PROGRAM shall procure and maintain fire and casualty insurance covering the TENNIS PROGRAM's contents of any storage facilities at TENNIS PROGRAM's own cost. Proof of this insurance shall be promptly provided to the City Attorney. TENNIS PROGRAM shall give the City at least thirty (30) days written notice of cancellation or revision of the insurance referenced above.
- d) The policies ensure 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 TENNIS PROGRAM to furnish the required insurance during the terms of this Agreement.

- e) Upon written request by the City, TENNIS PROGRAM 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, TENNIS PROGRAM 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 TENNIS PROGRAM'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 TENNIS PROGRAM'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).

12. INDEMNIFICATION

The TENNIS PROGRAM hereby agrees to save the City and their officers, employees and agents (each such person, an "Indemnitee") harmless and indemnify them from all loss, claims, or damage occasioned to an Indemnitee or to any third person or property by reason of any act or omission of the TENNIS PROGRAM, 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 Indemnitee 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 Indemnitee in such suit. Nothing herein shall require TENNIS PROGRAM 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. FOR THIS PURPOSE, TENNIS PROGRAM, 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.

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

14. TERMINATION OF CONTRACT

The City may terminate this Agreement, without any liability whatsoever to the TENNIS PROGRAM, at any time, and for any reason, upon not less than ninety (90) days written notice to the TENNIS PROGRAM. 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.

15. MISCELLANEOUS

- a) TENNIS PROGRAM 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) TENNIS PROGRAM 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) TENNIS PROGRAM 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 TENNIS PROGRAM. TENNIS PROGRAM 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) TENNIS PROGRAM 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 TENNIS PROGRAM
Everett Parks and Facilities Jeremy Oshie 425-512-2958 8811 Airport Rd Everett WA, 98204 joshie@everettwa.gov	US Tennis Association Maggie Fiocchi 971-710-2419 9746 SW Nimbus Ave Beaverton OR 97008 mfiocchi@pnw.usta.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

By: 
Cassie Franklin, Mayor

Date: 04/22/2026

UNITED STATES TENNIS ASSOCIATION

By: *Maggie Fiocchi*
Maggie Fiocchi, Associate Director of
Recreational Tennis

Date: 04/22/2026

ATTEST:



Office of the City Clerk

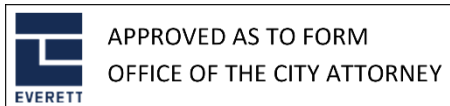


Exhibit A
SCHEDULE OF FACILITY USE

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

CITY FACILITY

CLARK PARK TENNIS COURTS (two most northern courts)

DATES

June 2026- August 21, 2026

Monday-Friday

8:00 a.m.- 5 p.m.

July 6 2026- Augst 21, 2026

Monday- Wednesday

6:00 p.m.- 8 p.m.

Exhibit B
PROGRAM FEES

TENNIS PROGRAM will pay the City 20% (twenty percent) of net program revenue from registration fees for use of facilities as designated within the Agreement and as listed in Exhibit A (Schedule of Facility Use).

The fees collected will be based on the number of individual participants registered in the TENNIS PROGRAM.

The TENNIS PROGRAM will pay the City 100% of revenue due to the City by the end of September.

The TENNIS PROGRAM will provide a registration summary to the City at the time of payment.

TENNIS PROGRAM 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 TENNIS PROGRAM and contract support. A secondary contact and their information will also be provided to TENNIS PROGRAM in case the primary is unavailable. Both contact's email addresses, and direct office lines will be provided to TENNIS PROGRAM. If there is a change in contacts the City will update TENNIS PROGRAM as soon as is appropriate. City staff will not be responsible for handling any TENNIS PROGRAM issues directly associated with TENNIS PROGRAM or events.

City staff shall be provided with contact information for a TENNIS PROGRAM designated official for all TENNIS PROGRAM issues.

Exhibit D
MARKETING AND PROMOTION

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

The TENNIS PROGRAM will provide the following:

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














Tennis Program_4.6.26_SD (2)

Final Audit Report

2026-04-22


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

Signature Date: 2026-04-22 - 5:20:26 PM GMT - Time Source: server

 Agreement completed.

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