

**Project title:** Award and Authorize the Mayor to Sign Contract for Request for Proposal #2020-061 Public Private Partnerships – Park Properties to provide paddle board rentals and classes to Hydrology Stand Up Paddle

**Council Bill #****Agenda dates requested:**

April 21, 2021

Briefing

Proposed action

Consent 

Action

Ordinance

Public hearing

Yes  No **Budget amendment:**Yes  No **PowerPoint presentation:**Yes  No **Attachments:**

Contract

**Department(s) involved:**

Procurement &amp; Parks

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

425-257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:***sh*

Department head

Administration

Council President

**Consideration:** Agreement**Project:** Request for Proposal 2020-061 Public Private Partnership - Park Properties**Partner/Supplier:** Hydrology Stand-Up Paddle**Location:** 11405 West Silver Lake Rd, Everett, WA**Preceding action:** August 12, 2020**Fund:** Revenue**Fiscal summary statement:**

Expected revenue from this agreement is a minimum of \$1,440 annually.

**Project summary statement:**

The Request for Proposals (RFP) process provided an avenue for suggestions that could result in public private partnerships that will increase recreation opportunities for the public, repurpose or recondition park assets for community use and generate revenue for the City of Everett Parks & Facilities department. It also provides an opportunity for non-profits, businesses, or private individuals to partner with the City to improve the community.

Request for Proposal #2019-061 was released on August 13, 2020, and was advertised in the Everett Herald and Daily Journal of Commerce as well as posted on the City's website. On October 20, 2020, the City received twelve (12) proposal responses. After completing an initial scoring, eight (8) companies were invited to interview. All proposals were re-scored following interviews.

Hydrology Stand-Up Paddle is the only firm that was interested in partnering with the City to provide paddle board rentals and classes at Thornton A. Sullivan Park.

Staff is recommending awarding a contract to the Hydrology Stand Up Paddle whose proposal scored 383 out of 500 points.

**Recommendation (exact action requested of Council):**

Award and Authorize the Mayor to Sign Contract in substantially the form provided for Request for Proposal #2020-061 Public Private Partnerships – Park Properties to provide paddle rentals and classes at Thornton A. Sullivan Park at Silver Lake to Hydrology Stand-Up Paddle.

## LICENSE TO USE CITY PROPERTY

**Grantor:** City of Everett (hereinafter referred to “City”)

**Grantee:** HYDROLOGY STAND UP PADDLE

**Property:** The Silver Lake beach and guard shack at Thornton A. Sullivan Park, (hereinafter called “Premises” or the “property”), being situated at the following location in Everett, Washington:

Thornton A. Sullivan Park  
11405 Silver Lake Dr  
Everett, WA 98208

- AUTHORIZED USE.** HYDROLOGY STAND UP PADDLE shall use the Premises for conducting concession operations open to the public from May 15 to September 15 of each year this License is in effect. This License does not allow use of the Premises outside of the May 15 to September 15 time period. HYDROLOGY STAND UP PADDLE may only use the Premises for the purpose of conducting paddleboard and kayak lessons, rentals and classes. HYDROLOGY STAND UP PADDLE’s use of the Premises is not exclusive.
- TERM.** The term of this License is from May 15, 2021 to May 14, 2022. Additionally, the parties may choose to extend the term of this License by four (4) – one-year extension terms. If the parties so agree, each extension term will be formalized in an amendment to this Agreement.
- FEE.** HYDROLOGY STAND UP PADDLE shall pay the City a monthly rental payment of \$360 (three hundred-sixty dollars) for the months of June, July, and August and a pro-rated amount of \$180 (one hundred-eighty dollars) for the partial months of May and September. Payment is due by the first day of each such month. The license is subject to leasehold tax. Leasehold tax must be paid in addition to the rental fee.

Additionally, the rental payments for each one- year extension will be increased by the published percentage change in the Consumer Price Index (CPI-U) for the Seattle-Tacoma-Bellevue area for February of the contract year. For example:

- Contract Renewal 2022 will use February 2022 CPI Percentage Change from the year ending

- Contract Renewal 2023 will use February 2023 CPI Percentage Change from the year ending
- [https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex\\_summary\\_western.pdf](https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex_summary_western.pdf)

4. **INDEMNIFICATION.** To the extent of its fault, the HYDROLOGY STAND UP PADDLE hereby agrees to defend, indemnify and hold the City harmless from any and all Claims for injury to people or damage to property arising out of or related to this License. “City” means the City, its officers, employees and agents. “Claims” means any loss, injury, demand, settlement and lawsuit, and further includes any and all reasonable litigation costs such as attorney’s fees, expert fees and costs, and court costs. “Injury to people” includes, but is not limited to, bodily injury and death. “Damage to property” includes, but is not limited to, damage or injury to the property, any City facilities and any property owned by third parties. This defense and indemnification obligation shall survive any termination, revocation or expiration of this Agreement. This Section is specifically and expressly intended to constitute a waiver of the HYDROLOGY STAND UP PADDLE '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 HYDROLOGY STAND UP PADDLE and its employees, to maximum extent allowed by law. HYDROLOGY STAND UP PADDLE AND CITY ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

5. **HAZARDOUS MATERIALS.** HYDROLOGY STAND UP PADDLE hereby agrees not to store any materials on the property that are classified as hazardous or dangerous under the Washington Model Toxic Control Act. Breach of this provision shall be considered an “injury” to property as prohibited herein.

6. **TERMINATION.** The City may terminate this License upon 90 days written notice to Grantee. This right is in addition to any other rights at law or in equity. HYDROLOGY STAND UP PADDLE may terminate this License upon 90 days written notice to the City.

7. **NOTICE.** Notices sent pursuant to this License shall be sent to the parties at the following addresses:

**CITY OF EVERETT**

Attn.: Theresa Bauccio-Teschlog  
Everett Procurement  
3200 Cedar Street  
Everett, Washington 98201

**CITY OF EVERETT**

Attn.: Cory Rettenmier  
Everett Parks & Recreation  
802 E. Mukilteo Blvd  
Everett, Washington 98203

**HYDROLOGY STAND UP PADDLE**

Attn: Erin Matthews, owner  
5116 W. Highland Rd.  
Everett, WA 98203

8. **NO ASSIGNMENT.** This License is personal to HYDROLOGY STAND UP PADDLE and may not be transferred, assigned, conveyed, pledged, encumbered or hypothecated.
  
9. **COMPLIANCE WITH LAW.** HYDROLOGY STAND UP PADDLE agrees to comply with all applicable City, County, State and Federal regulations and laws and acquire all permits required by law or regulation.
  
10. **INSURANCE.** HYDROLOGY STAND UP PADDLE shall maintain commercial general liability insurance coverage during the term of this License with \$2,000,000 combined single limits, which insurance shall be primary and non-contributing. HYDROLOGY STAND UP PADDLE shall ensure the City is endorsed as an additional insured on the policy. HYDROLOGY STAND UP PADDLE shall provide the City evidence of coverage and endorsement. Insurance coverage and limits of liability as specified herein are minimum coverage and limit liability requirements only. They shall not be construed to limit the liability of HYDROLOGY STAND UP PADDLE or any insurer for any claim that is required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by HYDROLOGY STAND UP PADDLE, whether those limits are

primary, excess, contingent or otherwise. HYDROLOGY STAND UP PADDLE will provide proof of insurance prior to its use of the Premises.

11. **NON-INTERFERENCE WITH CITY USE.** HYDROLOGY STAND UP PADDLE's use of the Property shall not interfere in any way with any City use of the property.

12. **RELOCATION.** HYDROLOGY STAND UP PADDLE specifically agrees to relocate or removed, whichever the City requires, all or any part of its materials located on the Property due to maintenance, repair, or construction of City's property or a City improvement. HYDROLOGY STAND UP PADDLE shall commence the relocation or removal within thirty (30) days of notice by the City that HYDROLOGY STAND UP PADDLE must relocate or removed materials. If HYDROLOGY STAND UP PADDLE fails to commence the relocation or removal as required or, having commenced it, fails to proceed with reasonable dispatch, the City shall, in addition to its remedy for damages, be entitled to specific enforcement of HYDROLOGY STAND UP PADDLE's obligation hereunder and shall also have the right and authority to remove, at HYDROLOGY STAND UP PADDLE's expense, such portion of the materials as HYDROLOGY STAND UP PADDLE has failed to relocate or removed without incurring any liability whatsoever.

13. **REPAIR OF PROPERTY.** HYDROLOGY STAND UP PADDLE shall use care to avoid damaging or destroying property by reason of their operations pursuant to this License. Any damage caused by HYDROLOGY STAND UP PADDLE to City or other property shall be promptly repaired or replaced by HYDROLOGY STAND UP PADDLE to the satisfaction of the City, or in lieu of such repair or replacement, HYDROLOGY STAND UP PADDLE shall pay, to the City or owner of other property, money in an amount sufficient to compensate for the loss sustained by reason of damage to or destruction of City's or other party's property or improvements.

14. **RISK OF LOSS TO HYDROLOGY STAND UP PADDLE'S PROPERTY.** HYDROLOGY STAND UP PADDLE bears all risk of any and all damage and loss to its property being utilized and/or stored on the property.

15. **PRIOR NOTICE OF INSTALLATION.** Prior to any installation of materials or changes to the Property, HYDROLOGY STAND UP PADDLE will supply the City with a drawing and any necessary specifications relating to the use

of the City's Property. HYDROLOGY STAND UP PADDLE must obtain City approval of the proposed work prior to initiating any such work. The City's review, comments and approval shall not create any liability by the City for any action or inaction by it relating to such review.

16. **NO WARRANTY.** City does not warrant its title and ownership of the Property.

17. **RESERVATION OF RIGHTS.** The City reserves all rights not expressly restricted by this License.

18. **NO THIRD PARTY RIGHTS.** This License does not create any rights in any third party.

19. **APPLICABLE LAW AND VENUE.** The laws of the State of Washington shall apply to this License. Venue for any lawsuit arising out of or related to this License shall be in Snohomish County Superior Court, Washington.

**CITY OF EVERETT**

By \_\_\_\_\_  
Cassie Franklin, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Sharon Fuller, City Clerk

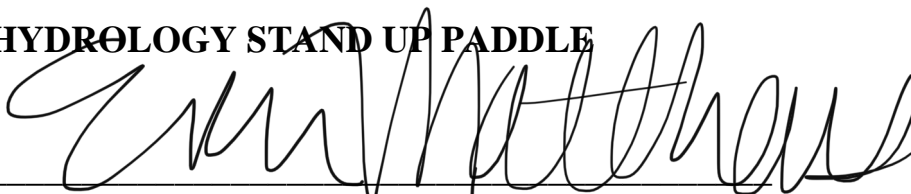
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

**HYDROLOGY STAND UP PADDLE**

  
\_\_\_\_\_  
Erin Matthews, owner

Date: 4/1/2021