

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/22/16

AGENDA ITEM: Agreement Between City and Everett Gospel Mission	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: Proposed Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Everett Gospel Mission (“EGM”) is a non-profit organization providing services, housing, and life recovery programs to poor and homeless persons in Snohomish County for over fifty years. The Mission offers shelter housing at its facilities, as well as long term recovery programs to assist the poor and homeless in life skills development, alcohol and substance abuse recovery, resource referral and worker training. A critical component of the Mission’s long term recovery program is transitioning participants in the program to long-term housing.

The City of Marysville through its adopted plans has identified provision of transitional and permanent housing for homeless individuals, particularly chronically homeless individuals as a priority. The Mayor convened a task force to consider a housing pilot project that would initiate a partnership between the Everett Gospel Mission and community members from the Marysville faith community to organize, furnish and sponsor a home to serve as transitional housing for individuals seeking stable long term housing. The City owns a residence that can be utilized as a pilot project for these services. The project will be titled Marysville Extended Shelter Home (“MESH”). The Everett Gospel Mission will be operating the program in partnership with Allen Creek Community Church, who has agreed to be the initial MESH sponsor. If successful, the model will be employed with additional homes and sponsorships.

RECOMMENDED ACTION: Staff recommends approval of the proposed agreement.
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**AGREEMENT BETWEEN THE CITY OF MARYSVILLE
AND THE EVERETT GOSPEL MISSION REGARDING
MARYSVILLE EXTENDED SHELTER HOME
("MESH")SERVICES**

This Agreement between the City of Marysville ("City"), a Washington municipal corporation and the Everett Gospel Mission ("Mission") a Washington non-profit corporation is entered into this _____ day of _____, 2016.

WHEREAS, it is a high level priority for the City in its Community Development Block Grant 2015-2019 Consolidated Plan to provide transitional and permanent housing for homeless individuals, particularly chronically homeless individuals; and

WHEREAS, the Mission is a non-profit organization that has providing services, housing, and life recovery programs to poor and homeless persons in Snohomish County for over fifty years; and

WHEREAS, the Mission currently offers long term recovery programs including services such as life skills classes (anger management, parenting, employment prep, substance abuse and financial management), intensive case management, resource referral, and work therapy to poor and homeless persons; and

WHEREAS, a critical component of the Mission's long term recovery program is transitioning participants in the program to long-term housing; and

WHEREAS, provision long-term housing is a vital bridge for many individuals who have completed the Mission's recovery program as such persons may not be able to afford initial deposits and rent and thus be unable to take their first steps toward an independent and productive life; and

WHEREAS, these persons are Snohomish County residents; and

WHEREAS, providing extended shelter to persons who have completed the Mission's recovery program and thereby transitioning homeless persons into stable housing situations promotes public health, safety, and welfare; and

WHEREAS, the City owns a residence that is suitable for the Mission's goal of providing extended shelter; and

WHEREAS, the Parties to this Agreement believe the use of this residence to provide extended shelter would promote the goals of both Parties.

NOW, THEREFORE, the Parties agree as follows:

The City owns a residence located at 6032-47th Avenue NE, Marysville, WA 98270 also known as 305 Liberty Street, Marysville, WA 98270 (Tax Parcel Number(s): 005512-010-016-02) ("Residence"). The Mission wishes to utilize this residence to provide MESH services to persons who have successfully completed the Mission's recovery program.

The City agrees to permit the Mission to utilize the Residence for the purpose of providing MESH services to persons who have successfully completed the Mission's recovery program in accordance with the terms and conditions of this Agreement.

1. PERMITTED USE. The Mission may use the Residence to provide residential housing to persons who have successfully completed the Mission's recovery program. The Mission shall not provide housing to persons who have not successfully completed the recovery program, except that the Mission may, in its discretion, house a Mission staff member at the Residence to provide services to persons residing there. The Mission may provide housing for up to three adults. The Mission may not use the Residence for any other purpose.

2. MISSION'S RESPONSIBILITIES. During the term of this Agreement, the Mission is solely responsible for the use of the Residence, maintenance of the Residence, and safety of persons using the Residence.

The Mission shall comply with all applicable laws and ordinances in its use of the Residence.

The Mission is responsible for all utilities to the Residence.

The Mission shall return the Residence to the City in substantially the same condition as the Residence was in at the time of the execution of this Agreement, normal wear and tear excepted.

3. CITY NOT A LANDLORD. The City will have no relationship with and is not in privity with any person to whom the Mission provides housing utilizing the Residence. To the extent that chapter 59.18 RCW, the Residential Landlord-Tenant Act, applies to any person utilizing the Residence, the Mission shall be solely responsible for compliance with the Act or any other similar law or regulation and shall indemnify the City in accordance with the indemnification clause in this Agreement.

4. INDEMNIFICATION. The Mission shall defend, indemnify and hold harmless the City, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which

arises out of the use of the Residence and from any activity, work or thing done, permitted, or suffered by the Mission in or about the Residence, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

5. CONDITION OF RESIDENCE. The Residence is accepted in an as is/where is condition. The City is not obligated to make any repairs or alterations to the Residence. The Mission acknowledges that it has had an opportunity to inspect the premises prior to execution of this Agreement. The Mission may perform ordinary maintenance on the Residence and install appliances in the Residence, but shall not make any alterations, additions or improvements to the Residence without the prior written consent of the City.

6. INSURANCE.

A. Insurance Term. The Mission shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the Mission and its clients, guests, representatives, volunteers and employees.

B. No Limitation. The Mission's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Mission to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance. The Mission's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and Agreemental liability. The City shall be named as an additional insured on the Mission's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the Mission's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Mission's insurance and shall not contribute with it.

D. City Full Availability of Mission Limits. If the Mission maintains higher insurance limits than the minimums shown above, the City shall be insured for the

full available limits of Commercial General and Excess or Umbrella liability maintained by the Mission, irrespective of whether such limits maintained by the Mission are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Mission.

E. Certificate of Insurance and Acceptability of Insurers. The Mission shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

7. TERM. This Agreement commences on the date that all parties have signed the Agreement. It terminates three years after the commencement date unless sooner terminated in accordance with section 8 of this Agreement. The City's agreement to permit use of the Residence does not create any future expectancy on the part of the Mission or any person the Mission permits to reside in the Residence. The Parties understand that the Residence will eventually be removed as part of a future road project necessary to the City's transportation infrastructure. The project is expected to commence in approximately three years, but if the project does not commence in that time frame, it does not create any additional obligations for the City or create any expectancy in the Mission or any person who has resided in the Residence.

8. TERMINATION. Either party may terminate this Agreement on 90 days written notice to the other party.

9. CONSIDERATION. There is no monetary consideration required by this Agreement. The use of the Residence by the Mission and the fulfillment of the City's Consolidated Plan priorities are good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

10. SEVERABILITY.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

11. INTEGRATION AND SUPERSESION. This Agreement sets forth all of the terms, conditions, and Agreements of the parties relative to the Project, and supersedes any and all such former Agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto except as provided herein, and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

12. NON-WAIVER. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Agreement, covenant, condition or right.

13. SURVIVAL. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

14. AGREEMENT REPRESENTATIVES AND NOTICES. This Agreement shall be administered for the City by the City's Agreement Representative, and shall be administered for the Mission by the Mission's Agreement Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: Chief Administrative Officer
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270

To Mission: Sylvia Anderson
 Chief Executive Officer
 Everett Gospel Mission
 PO Box 423
 Everett, WA 98206

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

15. THIRD PARTIES. The City and the Mission are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

18. AUTHORITY. The person executing this Agreement on behalf of the Mission represents and warrants that he or she has been fully authorized by the Mission to execute this Agreement on its behalf and to legally bind the Mission to all the terms, performances and provisions of this Agreement. The person executing this Agreement on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Agreement on its behalf and to legally bind the City to all the terms, performances and provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year written above.

CITY OF MARYSVILLE

EVERETT GOSPEL MISSION

By _____
Jon Nehring, Mayor

By _____
Sylvia Anderson, Everett Gospel Mission

Approved as to form:

Jon Walker, City Attorney