

**INTERLOCAL AGREEMENT BETWEEN
THE PORT OF EVERETT, SNOHOMISH COUNTY, AND THE CITY OF EVERETT
REGARDING COST SHARING FOR
JETTY LANDING PARK PLAYGROUND**

This Interlocal Agreement (hereinafter the “Interlocal Agreement”) is entered into this 10/12/2023 day of _____ 2023, by and between the Port of Everett, a municipal corporation, hereinafter referred to as “Port,” Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as “County,” and the City of Everett, a first-class charter city, hereinafter referred to as “City.” The Port, the County and the City may collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, it is in the public’s interest for these Parties, as public entities, whenever possible and practicable, to share facilities and resources; and

WHEREAS, Jetty Landing facilities are owned in common by the Port, the County and the City for the benefit of the public (such common-owned property, the “Property”); and,

WHEREAS, pursuant to the powers accorded to the Port, the County and the City pursuant to Chapter 39.34 RCW, the Parties possess the authority and also have the desire to execute an intergovernmental cooperation agreement for this purpose:

NOW, THEREFORE, in consideration of the mutual benefits of this Interlocal Agreement, the Parties agree as follows:

SECTION 1. TERMS AND CONDITIONS

1.1 The Parties have reviewed and approved plans for a playground on the Property. The Port and County agree to share the costs and expenses for the construction of this Jetty Landing Park Playground (the “Project”) as set forth herein. The Port will pay the costs to construct the Project, which are estimated at \$316,566.24. The County agrees to reimburse the Port \$50,000 within ninety (90) days after the Port notifies the County and in writing of the completion of the Project.

1.2 The Parties agree that Port will be the lead agency and manage the Project to completion. The Port will execute the Project in accordance with all applicable laws.

1.3 The Parties agree that the Port will be responsible at the Port’s sole cost for ongoing operation and maintenance of the Project. The Port shall operate and periodically inspect and maintain the Project in accordance with generally accepted schedules and standards for public-owned playgrounds in Washington state.

1.4 If all or any portion of the Project is damaged or reaches the end of useful life, the Port at its sole cost shall replace with like kind and quality or may choose to fully remove. The Port shall

pay for the costs of its obligations under this Section 1.4 with funds other than funds generated in connection with the Property.

1.5 Each Party's Point of Contact:

Port of Everett

Jetty Landing Park Playground Facility
Project Manager Name: Jeff Lindout
Title: Chief of Marina Operations and Marina Administration
Address: PO Box 538
City: Everett, WA 98206-0538
Phone: 425.388.0669
Email: Jefflin@portofeverett.com

Snohomish County

Name: Sharon Swan
Title: Parks & Recreation Division Director
Address: 6705 Puget Park Drive
City: Snohomish, WA 98296
Phone: 425.388.6616
Email: sharon.swan@co.snohomish.wa.us

City of Everett

Name: Bob Leonard
Title: Director of Parks and Facilities
Address: 802 E. Mukilteo Boulevard
City: Everett, WA 98203
Phone: 425.257.8335
Email: bleonard@everettwa.gov

SECTION 2. INDEMNIFICATION

2.1 Each party agrees to and shall defend, indemnify and hold harmless each respective party, its officials, officers, agents and employees from and against any and all claims, suits, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this Agreement. Each party's obligations herein shall be limited to the extent of the liability attributable to said party.

2.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 2.1 above is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

2.3 This section shall survive termination of this Agreement.

SECTION 3. INSURANCE

Each party agrees to maintain liability insurance or self-insurance to cover claims, losses, damages, judgments or liabilities arising from their own acts, omissions or performance under this Interlocal Agreement or those of its officials, officers, agents and employees. The Port will require that the City and County be named as additional insureds on all liability insurance policies required to be maintained by Project contractor(s) under the Project construction contract(s).

SECTION 5. TERMINATION

This Interlocal Agreement may only be terminated early by agreement of the Parties. The Interlocal Agreement automatically terminates upon removal of the entire Project from the Property.

SECTION 6. GENERAL INTERLOCAL AGREEMENT PROVISIONS

6.1 The Parties will not form a separate entity to carry out the purposes of the Interlocal Agreement. The Port shall be the administrator of the interlocal cooperative undertaking with authority, including but not limited to, undertaking Project planning, design, engineering, permitting, construction and ongoing maintenance and stewardship activities for the Project. The Port shall periodically report to the County and the City on mutually acceptable intervals and provide reasonable documentation so that the County and the City are informed. The Port will also respond to inquiries made by the County and/or the City about the interlocal cooperative undertaking.

6.2 Property that is acquired as a result of the Interlocal Agreement will be held in the name of all three Parties unless it is determined and agreed by all three Parties that it should be held in the name of one or two of the Parties. If property is disposed of, it will be accomplished consistent with the grant contract or grant regulations or the agreement of the Parties.

SECTION 7. DISPUTE RESOLUTION

7.1 In the event of any dispute or difference arising by reason of this Interlocal Agreement or provision or term thereof or the use of and/or payment for any facility or resource for the purpose of this Interlocal Agreement, the dispute or difference shall be resolved jointly by the City Mayor, the County Executive, and the Port Executive Director, or their respective designee(s). Such decision shall be arrived at as expeditiously as possible. In the event it is not resolved after the Parties have discussed the issues and attempted to resolve the matters for a period of twenty (20) days, then any party may commence a lawsuit in Snohomish County Superior Court.

SECTION 8. THIRD PARTY BENEFICIARIES

8.1 There are no third-party beneficiaries to this Interlocal Agreement, and this Interlocal Agreement shall not be interpreted to create such rights.

SECTION 9. INTEGRATED AGREEMENT/AMENDMENT

9.1 This Interlocal Agreement constitutes the entire agreement of the Parties, and may be amended at any time in writing by agreement.

SECTION 10. GENERAL PROVISIONS

10.1 This Interlocal Agreement shall be effective upon the last of the authorized signatures of the Parties' representatives. A signature on this Interlocal Agreement may be in ink, pdf of signature, e-signature or other electronic process, and each such signature is fully binding. This Interlocal Agreement may be signed in counterparts.

10.2 Notice of this Interlocal Agreement shall be provided as required by RCW 39.34.040.

PORT OF EVERETT

By: Lisa Lefebvre
Title: CEO
Date: 10/12/2023, 2023

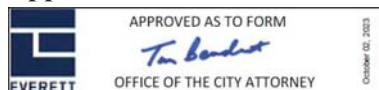
Approved as to form:

Port Attorney

CITY OF EVERETT

By: [Signature]
Title: Mayor
Date: 10/12/2023, 2023

Approved as to form:



Office of the City Attorney

Attest:

[Signature]

Office of the City Clerk

SNOHOMISH COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.12.08 11:24:18 -08'00'

By: _____

Title: Executive Director

Date: _____, 2023

Approved as to form:

/s/ George Marsh 9/1/23
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved	<u>12/6/2023</u>
ECAF #	<u>2023-1327</u>
MOT/ORD	<u>Ordinance 23-132</u>

Jetty Landing Park Playground Interlocal Agreement_rev.SD

Final Audit Report

2023-10-13

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Agreement completed.

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