

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR THE KIWANIS PARK SPORT COURT REHABILITATION & ENHANCEMENTS

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EVERETT, a Washington municipal corporation (the City), collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The 2023 Adopted Budget, approved by Ordinance 22-059, included \$750,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

D. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

E. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

F. One of the identified Council/City Projects is the City’s KIWANIS PARK SPORT COURT REHABILITATION & ENHANCEMENTS PROJECT (the “Project”), which will transform Kiwanis Park into a multi-use sport court facility; and

G. Snohomish County has agreed to provide seventy-five thousand (\$75,000) of REET II funds (the “Funds”) in support of the Project; and

H. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of Insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

I. Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 3530 Rockefeller Ave, Everett, WA (the "Property").

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Sharon Swan, Director
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6616 phone
sharon.swan@snoco.org

City's Initial Administrator:

Brad Chenoweth
City of Everett Parks and Facilities
805 E Mukilteo Blvd.
Everett, WA 98203
425-308-3939
bchenoweth@everettwa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are

not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2025, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof

of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed seventy-five thousand dollars (\$75,000). In the event the total costs of the Project is less than \$75,000, the County shall only remit those Funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the

County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2025, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall

include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign. .

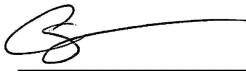
“County”
SNOHOMISH COUNTY

By **Klein, Ken** Digitally signed by Klein, Ken
Date: 2023.12.28 10:19:32 -08'00'
Title: County Executive Date
Ken Klein
Executive Director

Approved as to Form:

/s/ George B. Marsh 9/21/2023
Deputy Prosecuting Attorney Date

“City”
CITY OF EVERETT

By 
Title: Mayor Date 11/09/2023

Approved as to Form:

 APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
Office of the City Attorney Date

 Attest:

Office of the City Clerk

**ATTACHMENT A
APPLICATION FOR COUNTY FUNDS**

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

City of Everett Parks & Facilities	802 E Mukilteo Blvd, Everett, WA 98203		
Public Entity Name	Public Entity Address		
Bob Leonard	Brad Chenoweth	425-308-3939	bchenoweth@everettwa.gov
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	2023 
Project Title	Kiwanis Park: Sport Court Rehabilitation & Enhancements
Project Location	3530 Rockefeller Avenue, Everett, WA
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Kiwanis Park, an important community greenspace in the Port Gardner Neighborhood, will for the first time in nearly 20 years receive its first major rehabilitation and enhancement. An important recreational feature of the park is the basketball court. The park rehabilitation project endeavors to renovate the court, transforming it into a multi-use sport court facility. The new 1,200 square foot court will feature and serve: basketball including an adjustable height basketball system; a practice board for racquet sport enthusiasts; painting and re-stripping of the court for basketball and four-square or similar activity. Screening to adjacent properties will also be reviewed.
Please select the appropriate category of REET II eligible uses for your proposed project:	(b) Parks 
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	☒ YES ☐ NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	☒ YES ☐ NO
Is the land identified for the project owned by the applying entity?	☒ YES ☐ NO
Is your entity in agreement with the attached template agreement for funding?	☒ YES ☐ NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ 86,600.00
Public Entity Match Provided	\$ as needed

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	☐	☐
Worker's Compensation Coverage – as required by the State of Washington	☐	☐
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.	☐	☐
Self-Insured – Public Entities ONLY	☒	☐

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	☒ YES ☐ NO
Confirmed desired project is in the appropriate budget documents	☒ YES ☐ NO
Confirmed desired project is in your CIP	☒ YES ☐ NO
Reviewed the agreement template	☒ YES ☐ NO
Confirmed Proof of Insurance	☒ YES ☐ NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 2
megan.dunn@co.snohomish.wa.us
425-388-2408

3000 Rockefeller Avenue, M/S 609
 Everett, WA 98201-4046

ATTACHMENT B
 PROOF OF OWNERSHIP

Property Account Summary

7/25/2023

Parcel Number	00438185401700	Property Address	3530 ROCKEFELLER AVE , EVERETT, WA 98201
---------------	----------------	------------------	--

General Information

Property Description	EVERETT DIV M PLAT OF BLK 854 D-00 - FRAC LOTS 17 TO 22 INCL BLK 854A QCD FROM SNOH CO TREAS TO CITY OF EVERETT VOL 882 PG 424 4/5/65
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00010

Property Characteristics

Use Code	742 Playgrounds & Athletic Areas
Unit of Measure	Acre(s)
Size (gross)	0.29

Parties

Role	Percent	Name	Address
Taxpayer	100	EVERETT CITY OF	3002 WETMORE AVE, EVERETT, WA 98201 United States
Owner	100	CITY OF EVERETT	3200 CEDAR ST, EVERETT, WA 98201 United States

Related Properties

No Related Properties Found

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Taxable Value Regular					
Exemption Amount Regular	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Total	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Assessed Value	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Land	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Improvement					
Personal Property					

Active Exemptions

Government Property

Events

Effective Date	Entry Date-Time	Type	Remarks
07/23/2019	07/23/2019 09:53:00	Owner Added	Party/Property Relationship by SASLMS
07/22/2019	07/23/2019 09:53:00	Owner Terminated	Party/Property Relationship by SASLMS
04/06/2015	04/06/2015 12:07:00	The situs address has changed	by sasjra

Tax Balance

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2024	\$391,200.00	\$0.00	\$391,200.00	\$0.00	\$0.00	\$0.00

Levy Rate History

Tax Year	Total Levy Rate
2022	9.155779
2021	9.934227
2020	11.225217

Real Property Structures

Receipts

Date	Receipt No.	Amount Applied	Amount Due
No Receipts Found			

Sales History

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5304000	29	05	29	SW	View parcel maps for this Township/Range/Section

Parks & Trails Plan

Everett Parks, Recreation & Open Space Plan

FINAL February 2022

4.2.I Park Minimum Guidelines

Each park should be improved over time to achieve minimum standards to meet community needs and to provide consistent and sustainable management and maintenance. The minimum guidelines are meant to be considered during park concept planning or as individual improvements are proposed. The guidelines are advisory since site analysis and public engagement would produce information that best influence each park's future.

Neighborhood

Neighborhood Parks are intended for frequent and convenient access to basic recreation activities and opportunities. They typically serve neighborhoods within walking distance of a half mile.

Neighborhood parks provide passive, multiuse space, with opportunities for active recreation consistent with site conditions and compatibility. This may include areas such as multi-use fields and courts, play equipment, trails, picnic areas, and open space. Neighborhood parks provide open space values. They are less suited for longer stays, heavily programmed activities, or larger rental or permit-required spaces. These parks prioritize open space over parking and encourage visitation through pedestrian and bike networks. Since these parks serve the immediate neighborhood, they typically do not have restrooms.



Kiwanis Park

Typical Size:

2-20 acres

Neighborhood Parks in Everett Collection:



- | | | |
|-----------------|-------------------|-----------------------------|
| ▪ Cascade View | ▪ Hanna brook | ▪ Lowell |
| ▪ Clark | ▪ Harborview | ▪ Merrill Creek Sport Court |
| ▪ Deer | ▪ Hauge | ▪ Rucker Hill |
| ▪ Doyle | ▪ Johnston-Kelly | ▪ Viola Oursler |
| ▪ Drew Nielsen | ▪ Kiwanis | ▪ Wiggums Hollow |
| ▪ Edgewater | ▪ Lions | |
| ▪ Emma Yule | ▪ Loganberry Lane | |
| ▪ Garfield | | |
| ▪ Green Lantern | | |

Parks & Trails Plan

Everett Parks, Recreation & Open Space Plan ■ FINAL February 2022

Key Features might include: Play areas and open lawn/informal activities.

Often sought after for: Picnic areas, sport courts, and ornamental/greenspace buffer.

At a minimum the parks should aim to **provide:**

- Universal play equipment
- Open and accessible landscape for unstructured activity, play, and respite
- Pathways between elements and to safely enter and exit the park
- Simple seating where appropriate and accommodating
- Seating and picnic tables
- Basic maintenance, care, and landscape improvements

Where feasible and appropriate in their contexts, parks falling into this typology should **consider:**

- Sports and fitness accommodations, surfacing and equipment
- Open playfields
- Community gardens
- Dog park for properties with at least half acre available
- Picnic shelters
- Trash receptacles, and leash and scoop dispensers, where applicable, consistent with the Garbage Service Plan and Pack it In Pack it Out initiative
- Conservancy and nature park protections
- Natural or low-intervention areas and green space, and pesticide-free areas
- Irrigation
- Use of green stormwater infrastructure approaches
- Universal design of park facilities

Because of the intent and goals for neighborhood parks they should **limit** where appropriate:

- Off street parking
- Restrooms
- Horticultural programs and plantings that do not have a committed maintenance program or sponsor

Pesticide Free Parks

Integrated Pest Management (IPM) seeks to limit chemical means to control pests. Instead IPM focuses on pest prevention and uses pesticides only as needed. Examples of pest prevention include: careful plant selection, using mulch to reduce weeds and build soil health, and hand weeding and other non-chemical techniques. Park agencies including Everett have IPM programs; Everett's IPM program is dated and is ready for update. Some departments have an IPM coordinator.

Some park systems offer pesticide free parks that are maintained without the use of registered pesticides. If it becomes necessary to apply pesticides, the site is clearly posted before, during and after the application to notify users. At the time of this writing, Seattle has limited the use of pesticides and has identified 22 parks that are pesticide free. MetroParks Tacoma has designated 8 pesticide free parks.

Everett's minimum park guidelines in this chapter reference use of a regularly updated IPM program and designated pesticide free areas where feasible.

Capital Plan

Everett Parks, Recreation & Open Space Plan ■ FINAL February 2022

Exhibit 5.4-5. Capital Program 2021-2031

Project Name	District	Acres or Miles	Cost Estimate	Start Year	Funding Sources	% Related to Growth	Impact Fee Eligible: 2021-2031
Developed							
Developed Acres (Locations TBD)	LOS	31.67	\$15,724,531	2027-2031	REET, Grants, Impact Fees	100%	\$15,724,531
CEMEX Park Parcel	3	30.00	\$5,000,000	2022-2026	REET, Grants, Impact Fees	100%	\$5,000,000
Off-leash Dog Parks (Locations TBD)	Citywide	3.00	\$450,000	2023	REET, Grants, Impact Fees	100%	\$450,000
Developed Acres Subtotal		64.67	\$21,174,531				\$21,174,531
Neighborhood							
Neighborhood Parks (Locations TBD)							
LOS	LOS	10.83	\$15,059,205	2027-2031	REET, Grants, Impact Fees	100%	\$15,059,205
Emma Yule Park	2	1.40	\$2,050,000	2022	REET, Grants, Impact Fees	100%	\$2,050,000
Madison/Morgan Park Passive Recreation Improvements	2	1.78	\$575,000	2021	REET, Grants, Impact Fees	100%	\$575,000
Downtown (CBD) Park	2	3.00	\$4,000,000	2027-2031	REET, Grants, Impact Fees	100%	\$4,000,000
Eclipse Mill Water Access	2	3.50	\$4,900,000	2025	REET, Grants (LIFT), Impact Fees	100%	\$4,900,000
Stormwater Parks	4	1.00	\$8,500,000	2022-2031	REET, Grants, Impact Fees	50%	\$4,250,000
Neighborhood Parks Subtotal		21.51	\$35,084,205				\$30,834,205
Paths							
Paths (Locations TBD)	LOS	5.25	\$2,217,864	2027-2031	REET, Grants, Impact Fees	100%	\$2,217,864
Paths Subtotal		5.25	\$2,217,864				\$2,217,864
Multipurpose Trails							
Trails (Locations TBD)	LOS	1.31	\$1,300,086	2027-2031	REET, Grants, Impact Fees	100%	\$1,300,086
Pigeon Creek Trail and Overpass	3	0.80	\$1,900,000	2025	REET, Grants, Impact Fees	100%	\$1,900,000
Connect Emma Yule to Interurban Trail	2	0.40	\$439,576	2023	REET, Grants, Impact Fees	100%	\$439,576
Silver Lake Loop Trail Improvements	5	1.04	\$1,000,000	2021	REET, Grants, Impact Fees	100%	\$1,000,000
Silver Lake Boardwalk Trail	5	0.60	\$9,000,000	2027-2031	REET, Grants, Impact Fees	100%	\$9,000,000
Trails Subtotal		4.15	\$13,639,662				\$13,639,662
Investments							
Garfield Pathways & Basketball Court	1	0.00	\$96,033	2020	REET, Impact Fees	10%	\$9,603
Jackson Park Phase 2: Artificial Turf + Parking	1	0.00	\$2,500,000	2024	REET, Grants, Impact Fees	75%	\$1,875,000
Jetty Landing Restroom	1	0.00	\$118,191	2022	REET, Grants	0%	\$0
Legion Park Restroom	1	0.00	\$240,000	2022	REET, Grants, Impact Fees	25%	\$60,000
Legion Park Sport Court & Parking	1	0.00	\$233,727	2020	REET, Grants, Impact Fees	50%	\$116,864
Wiggums Hollow Park Playground	1	0.00	\$570,000	2023	REET, Impact Fees	10%	\$57,000

Exhibit 3 Question 3 – Poll Result

Question 3: If you could add one or more of the following facilities into Everett Parks near you, which would you choose?

Participant	Response
Anonymous	Picnic Facilities (tables, benches, shelter); Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Picnic Facilities (tables, benches, shelter); Trails
Anonymous	Picnic Facilities (tables, benches, shelter); Trails
Anonymous	Picnic Facilities (tables, benches, shelter); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground
Anonymous	Playground; Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Alternative Sports (Skate Park, Pump Track, etc.); Trails
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Sport Courts (basketball, volleyball, tennis, etc.); Trails
Anonymous	Playground; Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Trails
Anonymous	Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Trails
Anonymous	Trails
Anonymous	Trails

Count of Responses

Trails	18
Support Facilities at larger parks (bathrooms, parking, etc.)	9
Sport Courts (basketball, volleyball, tennis, etc.)	8
Playground	8
Picnic Facilities (tables, benches, shelter)	8
Sport Fields (baseball, soccer, etc.)	5
Alternative Sports (Skate Park, Pump Track, etc.)	5



ATTACHMENT D
PROOF OF INSURANCE COVERAGE

Signature: 

Email: mjorve@everettwa.gov

LETTER OF SELF-INSURANCE

For Period: 12/31/2021 – 12/31/2022

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.


Christine Muth-Schulz
Risk Manager

Risk Management



2930 Wetmore Ave., Ste. 10-C
Everett, WA 98201



425.257.7000
425.257.8693 fax



CityAttorney@everettwa.gov
everettwa.gov/legal

Kiwanis Park Sport Court Interlocal Agreement_SD

Final Audit Report

2023-11-09

Created:	2023-11-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACeTdX7mOEArNXfUsySn1Pte45g7bvmN

"Kiwanis Park Sport Court Interlocal Agreement_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-11-09 - 9:43:25 PM GMT
-  Document emailed to lhuggins@everettwa.gov for approval
2023-11-09 - 9:46:28 PM GMT
-  Email viewed by lhuggins@everettwa.gov
2023-11-09 - 9:56:49 PM GMT
-  Signer lhuggins@everettwa.gov entered name at signing as Lolly
2023-11-09 - 9:59:14 PM GMT
-  Document approved by Lolly (lhuggins@everettwa.gov)
Approval Date: 2023-11-09 - 9:59:16 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-11-09 - 9:59:20 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-11-09 - 10:15:44 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2023-11-09 - 10:16:54 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2023-11-09 - 10:16:57 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2023-11-09 - 10:20:32 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-11-09 - 10:21:00 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2023-11-09 - 10:21:02 PM GMT

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

Signature Date: 2023-11-09 - 10:25:26 PM GMT - Time Source: server

 Agreement completed.

2023-11-09 - 10:25:26 PM GMT