

## **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT KIWANIS PARK - LIGHTING PROJECT**

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 2024 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.** Amended Ordinance 24-081, included \$1,600,000 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 - Lighting Project (“the Project”) which will add lighting at Kiwanis Park; and

**G.** Snohomish County has agreed to provide NINETEEN THOUSAND DOLLARS (\$19,000) 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’s 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 (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 98203 (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, 2026, 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:

Rich Patton, Parks Manager  
Snohomish County Parks & Recreation  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6614 phone  
Rich.Patton@snoco.org

#### City's Initial Administrator:

Lolly Huggins, Capital Projects Coordinator  
City of Everett Parks and Facilities  
802 East Mukilteo Blvd  
Everett, WA 98203  
425-512-2057  
LHuggins@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, 2026, 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 31, 2026, 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 Nineteen Thousand Dollars. In the event the total costs of the Project is less than \$19,000, the County shall only remit those fund 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 Self-insured Status. 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, 2026, 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.

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

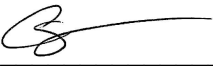
By Harper, Lacey Digitally signed by Harper, Lacey  
Date: 2025.06.06  
14:02:30 -07'00'  
Title: County Executive Date

**Approved as to Form:**


/s/ George Marsh 4/11/2025  
Deputy Prosecuting Attorney Date


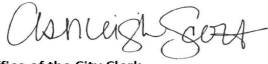
**City**

CITY OF EVERETT

By  05/18/2025  
Cassie Franklin, Mayor Date

**Approved as to Form:**

 APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY 5/13/25  
Office of the City Attorney Date

 Attest:  
  
Office of the City Clerk

# ATTACHMENT A - SBUMITTAL FORM

## 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.

**\*\*Your entity must own the land which the project is located on.**

### SECTION 1: CONTACT INFORMATION

City of Everett	802 E. Mukilteo Blvd.		
Public Entity Name	Public Entity Address		
Mayor, Cassie Franklin	Lolly Huggins	425-512-2057	LHuggins@everettwa.gov
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

### SECTION 2: PROJECT INFORMATION

Program Year	2025
Project Title	Lighting for Kiwanis Park
Project Location	3530 Rockefeller Ave, Everett, WA 98203
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Adding a light with controls at Kiwanis Park to improve visibility throughout the park after closing hours. The lighting control system will allow the lights to go to 100% when a person is in the vicinity and then return to 25% after 10 minutes of no activity.
Please select the appropriate category of REET II eligible uses for your proposed project:	
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the land identified for the project owned by the applying entity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is your entity in agreement with the attached template agreement for funding?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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	\$ 19,000
Public Entity Match Provided	\$ 0

**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 N/A or Other, please notate next to the field.*

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

**SECTION 5: FINAL QUESTIONS – HAVE YOU...**

Completed all form questions	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Reviewed the agreement template	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**SECTION 6: SUBMISSION REQUIREMENTS**

**Please submit the form and all requested attachments to the following address by July 31<sup>st</sup>, 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
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### 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
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### 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

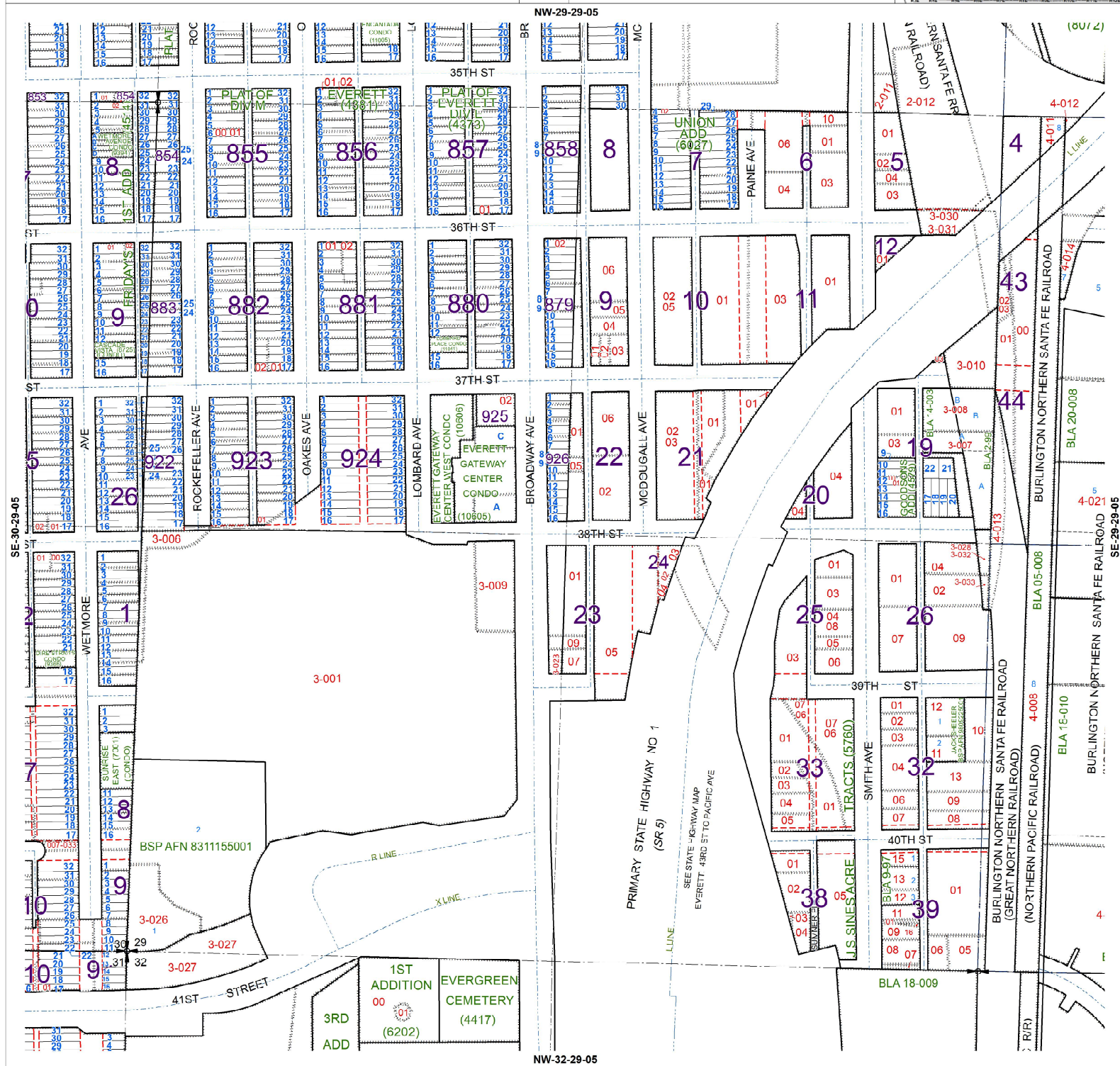
## Receipts

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	<a href="#">View parcel maps for this Township/Range/Section</a>

[illegible]



ATTACHMENT C - PORTION OF CAPTIAL IMPROVMENT PLAN

Submitted: 1/7/2025	Project Description	Assigned	Project Deadline	Funding Source	Program Number (S/L Code)	Grant Source	Grant Funding	CP-3 Funding	Other Funding	Project Cost	Ordinance Amount	Ordinance Number	Project Delivery	Comments
	Edgemoor Mill Park - Water Side Amenities Design PSA	Chenoweth	2024	CP-4	354-500-0000-073-ORJ				\$ 600,000	\$ 600,000		3839-21	PSA	Look to have Bond meeting in Oct. 22
	Forest Park Pickleball & Horseshoe Pit Renovation	Chenoweth	2024	CP-3	354-500-0000-093-ORJ		\$ 345,000	<del>Canceled</del>	Sensitive information	1,045,000	\$ 250,000	4003-24	BB	12/19 Working on Conceptual Design: Financial model shows \$300,000 in 2024 for horseshoe pit re-development added \$45,000 grant for pickle ball court/Apply for YAF Grant. 4003-24 Ordinance \$250,000. Matched Rockford NTP issued NTE \$179,388.82
	T.A. Sullivan Disc Golf Course Modifications and added 3 holes	Chenoweth	2024	CP-3	354-500-0000-096-ORJ			\$ 150,000		\$ 150,000	\$ 150,000	4020-24		Begin preliminary look into relocating a number of existing holes and installing 3 additional holes to undeveloped property next to the park
	T.A. Sullivan - Dock Repairs	Chenoweth	2024	CP-3	354-500-0000-100-ORJ			\$ 85,000		\$ 85,000	\$ 85,000	4019-24		in design
	Sims Park - Skate Det	Chenoweth	TBD	SNOCO		SNOCO	\$ 80,000			\$ 214,220	\$ -			\$80,000 CP-3 SNOCO YAF Grant Reimbursement - County IA Agenda to be reviewed
	Transit Charging Pads	Chenoweth	2024-2026	Transit										
	Park Restroom Renovations- Design Work	Huggins	2024	CP-3	354-500-0000-088-650			\$ 240,000		\$ 240,000	\$ 240,000	3952-23	BB	BCMA Consultants
	Wewants Playground Replacement/Sport Court Reno.	Huggins	2024-2025	CP-3	354-500-0000-090-650	SNOCO	\$ 75,000	\$ 336,000		\$ 411,000	\$ 411,000	4004-24	KCDA	2023 CP-3 SNOCO \$75,000 REIT 2 Reimbursement Awarded, 2024 SNOCO \$11,000 REIT 2 applied for and is forecasted to be awarded in October.
	Wewants Park Lighting	Huggins	2024-2025	CP-3	<del>106 S 121-300-000-650</del>	City/SNOCO			\$ 40,000					City ARPA/SNOCO Funding
	Clark Park - Renovation Off Leash Dog Area	Huggins	2024-2025	CP-3	354-500-0000-101-650	SNOCO	\$ 10,000	\$ 360,000		\$ 360,000		4032-24	SWR	\$10,000 CP-3 SNOCO REIT 2 Reimbursement Grant. Requires Funding Ord. 3897-22 Amendment
	Parks Parking lot LED Retrofit	Huggins	2024-2025	EECBG	354-500-0000-103-650	EECBG	\$ 189,950	\$ 34,050		\$ 204,000				Starting with Forest Park - PSD Non-Matching Award. Application to be submitted April 30, 2024. Possible CP-3 Funding Requirement?
	Sims Park Lighting	Huggins	2024-2025	CP-3	<del>354-500-0000-106-650</del>			354-500-0000		\$ 120,000				SNOCO REITS
	Parks Restroom Automation	Huggins	2025	CP-3/CP-1										Funding Ord. Scheduled for Final Read 2/5/2025
	Forest Park Maintenance Entry Hard Surface	Huggins	2025	CP-3	354-500-0000-107-650			\$ 50,000					PW7	
	Vigaberry Trails Improvements Lane	Phillips	2024-2025	CP-3	354-500-0000-091-ORJ			\$ 150,000		\$ 150,000	\$ 150,000	3987-23	WTA/SWR	Reviewing proposal from Washington Trails Association. SWR for Fencing & Trail Bypass. Permit submitted. Finalizing Critical Areas Report.
	Edgewater Park - Renovations Design	Phillips	2024-2026	CP-3	354-500-0000-084-ORJ			\$ 160,000		\$ 160,000	\$ 160,000	3916-22	PSA	Finalizing infiltration/leach report. WWRF grant application opens 2/14/24. Ordinance covers Design \$160,000.
	Walter E. Hall Park Utilities Trail @ Res 6	Phillips	2024-2025	CP-3	354-500-0000-094-ORJ	CDBG	\$ 350,000			\$ 300,000		4010-24		RFQ out. Listed as an approved Ordinance for E200K in funding model. Has not been to council?
	Howarth Park Lower Access Cover Replacement - Olympic Blvd. Fish Passage	Phillips	2025-2026	N/A	P/W			N/A		\$ -		N/A	PW	Provide project design input & assist City with neighborhood notification as needed. Coordinate Lower Howarth access closure. Dan-Enrico is Primary P.E.
	Jackson Park Lighting	Page	2024-2025	CP-3	<del>354-500-0000-039-ORJ</del>			\$ 150,000				4018-24	SWR	
	Golf Proshop/Dining Carport/Flooring Replacement	Page	2024-2025	Golf					\$ 60,000				State Contract	Great Floors
	Grove Nelson Playground Replacement	Page	2025	CP-3	<del>354-500-0000-171-ORJ</del>			\$ 345,000					KCDA	
	Lower Park Playground Replacement	Huggins	2025	CP-3	<del>354-500-0000-134-650</del>			\$ 375,000					SWR or Streets	Herd Scope Funding
	Forest Park Employee Entry Asphalt Section Repairs	Huggins	2025						\$ 50,000					
	Edgewater Park - Sport Court Replacement	Phillips	2025	CP-3	354-500-0000-084-ORJ	YAF		\$ 690,000		\$ 690,000			BB	\$234,841 CP-3 RCO YAF Reimbursement 2020 Grant, Awarded in 2021.
	Harbor View Park Gazebo	Page/Huggins	2025	CP-3				\$ 125,000	\$ 25,000	\$ 150,000				Schwab ARPA Fund Contribution
	Forest Park Restroom Renovation	Huggins	2024	CP-3				\$ 236,500						
	Edgewater Park - Renovations	Phillips	2025	CP-3	354-500-0000-084-ORJ		\$ 1,000,000		\$ 1,000,000				BB	RCO 2024 Submission Deadline
	Edgewater Park - Playground Replacement	Phillips	2025	CP-3	354-500-0000-084-ORJ		\$ 485,000			\$ 485,000			BB	Pending Bridge Construction
	Lanquar Temporary Boat Storage- Mill Town Rowing	??												

ATTACHMENT D - PROOF OF INSURANCE

LETTER OF SELF-INSURANCE

For Period: 12/31/2024 – 12/31/2025

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*

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 Lighting Interlocal Agreement\_SD

Final Audit Report

2025-05-19

Created:	2025-05-16
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABADf0FfruWlQHm4b9vRzjm_D0h8834tBKV

## "Kiwanis Park Lighting Interlocal Agreement\_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2025-05-16 - 3:33:04 PM GMT
-  Document emailed to Lolly Huggins (lhuggins@everettwa.gov) for approval  
2025-05-16 - 3:33:58 PM GMT
-  Email viewed by Lolly Huggins (lhuggins@everettwa.gov)  
2025-05-16 - 4:56:30 PM GMT
-  Document approved by Lolly Huggins (lhuggins@everettwa.gov)  
Approval Date: 2025-05-16 - 4:56:41 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-05-16 - 4:56:44 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2025-05-16 - 5:38:59 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2025-05-16 - 5:39:17 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature  
2025-05-16 - 5:39:41 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)  
2025-05-18 - 7:38:55 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)  
Signature Date: 2025-05-18 - 7:39:09 PM GMT - Time Source: server
-  Document emailed to Ashleigh Scott (AScott@everettwa.gov) for approval  
2025-05-18 - 7:39:12 PM GMT

 Document approved by Ashleigh Scott (AScott@everettwa.gov)

Approval Date: 2025-05-19 - 7:27:29 PM GMT - Time Source: server

 Agreement completed.

2025-05-19 - 7:27:29 PM GMT