

Adopted: 1/9/2019
Effective: 1/15/2019

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 18-101

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY
EXECUTIVE TO SIGN AN INTERLOCAL AGREEMENT
WITH THE CITY OF EVERETT

WHEREAS, Snohomish County's main administrative and judicial offices are located in downtown Everett, WA; and

WHEREAS, Snohomish County and the City of Everett desire to enter into an partnership to increase and maintain the safety, attractiveness and economic vitality of downtown Everett; and

WHEREAS, the City of Everett will improve and maintain all public right-of-ways including sidewalks and alleyways located within the downtown area, administer other activities promoting the downtown area, and recognize Snohomish County as financial partner in such activities and promotions; and

WHEREAS, Snohomish County will pay the City of Everett \$55,349 for the period beginning January 1, 2019 and ending December 31, 2019; and

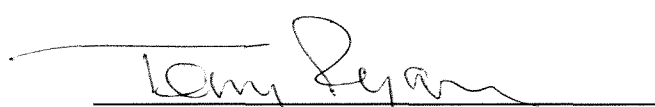
WHEREAS, the County Council held a public hearing on January 9, 2019, to consider approving the Interlocal Agreement and authorizing the County Executive to sign the Interlocal Agreement on behalf of the County.

NOW, THEREFORE, BE IT ORDAINED:

The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the Interlocal Agreement with the City of Everett, a copy of which is attached to this ordinance as Exhibit A.

PASSED this 9th day of January, 2019.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

ATTEST:

Shelene Rao
Clerk of the Council, Asst.

APPROVED

EMERGENCY

VETOED

DATE: 1/14/19
[Signature]
County Executive

ATTEST:

Cori E. Palmer

Approved as to form only:

[Signature] 12/5/18
Deputy Prosecuting Attorney

D-13

INTERLOCAL AGREEMENT

9 This Interlocal Agreement (this "*Agreement*") is entered into as of January 15th, 2018, by and between the City of Everett, a Washington municipal corporation (the "*City*"), and Snohomish County, a political subdivision of the State of Washington (the "*County*").

RECITALS

The City of Everett and Snohomish County desire to partner together to provide an attractive and safe downtown Everett and support the economic vitality of the area.

B. The City of Everett shall maintain public right-of-ways including sidewalks and alleyways within the boundaries of the downtown area.

C. The County will support the City's endeavor by paying to the City a mutually agreed sum.

D. The parties desire to enter into this Agreement to provide for the administration of the project, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The purpose of this Agreement is to create a partnership between the City and the County intended to increase the attractiveness and economic vitality of the downtown Everett area by improving and continuously maintaining the public right of way.
2. City Obligations.
 - a. The City shall maintain all public right-of-ways including sidewalks and alleyways located within the downtown Everett area. Maintenance of the public right-of-ways will include, but not be limited to, the following work: Blowing and sweeping sidewalks, building entrances, stairwells, alleyways and curbs toward the street as needed; Emptying cigarette containers and retain contents for recycling (as appropriate); Emptying sidewalk trash containers, replacing bags, and cleaning lids; disposing of any broken or damaged sidewalk trash or recycling containers; Removing debris such as couches, mattresses, grocery carts etc.; Depositing trash in designated dumpsters; Removing or covering graffiti on buildings, poles, containers, etc.; Removing unauthorized flyers, posters, and stickers from buildings, poles, containers, etc. in public right-of-ways; Spraying weeds in sidewalk cracks and alleys two to three times per year, or as needed; Cleaning-up planter litter and replacing flowers and shrubs torn out or vandalized.

- b. The City will provide maintenance work throughout the term of this Agreement.
- c. The City will provide to the County, upon request, an accounting of all Maintenance work supported by County funds.
- d. The City shall recognize the County as a financial partner in the following manner:
 - i. The City shall hold at least 1 (one) event during the term of this Agreement to promote the downtown Everett area.
 - ii. The City shall invite the County to the event promoting the downtown Everett area and recognize the County at such event as a financial partner of the maintenance work.
 - iii. The City shall recognize the County as a financial partner in all brochures, banners, posters, and other promotional material related to the downtown Everett area.

3. Payment. The County will pay to City \$4612.42 per month (\$55,349 total) for the term: January 1, 2019, to December 30, 2019; provided that the County's obligation beyond December 31, 2018, are subject to appropriation of necessary funds for this purpose in accordance with its Charter and applicable law.

4. Term. The term of this Agreement shall begin on January 1, 2019 and terminate on December 31, 2019.

5. Termination

- a. For Convenience. Either party may terminate this Agreement by providing thirty (30) days' notice to the other party. If this Agreement is terminated by the County, the City shall continue performing Maintenance work through the date of termination. The County shall compensate the City for all Maintenance work performed by the County through the date of termination.
- b. For Breach. If either party breaches this Agreement, the non-breaching party shall deliver notice of the breach to the other party. If the breaching party does not cure the breach within thirty (15) days after delivery of such notice, then the non-breaching party may terminate this Agreement effective on written notice of termination to the breaching party.

6. General Provisions.

a. Interlocal Cooperation Act. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used

or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

e. Amendment. No amendment to this Agreement will be effective unless in writing and executed in the same manner as provided by law for the execution of this Agreement.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to County
City of Everett Finance Director-Treasurer 2930 Wetmore Ave., Ste. 10-A Everett, WA 98201 Attn: Susy Haugen	Snohomish County Facilities Dept. 3000 Rockefeller Ave m/s 404 Everett, Washington 98201 Attn: Facilities Management

A party may change its address by delivering written notice to the other party of the new address.

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

The parties have executed this Agreement as of the date first above written.

CITY OF EVERETT

By: _____

Cassie Franklin,
Mayor

SNOHOMISH COUNTY

By: _____

Dave Somers
Snohomish County Executive

ATTEST:

City Clerk

COUNCIL USE ONLY	
Approved:	1.9.19
Docfile:	D-13

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

DPA 9/26/18