

1 Adopted: 2.19.2020
2 Effective: 2.29.2020
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4
5 SNOHOMISH COUNTY COUNCIL
6 Snohomish County, Washington
7

8 ORDINANCE NO. 20-004
9

10 APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE
11 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
12 AND THE CITY OF LAKE STEVENS RELATING TO THE TRANSFER OF
13 COUNTY-OWNED REAL PROPERTY KNOWN AS WYATT PARK
14 TO THE CITY OF LAKE STEVENS
15

16 WHEREAS, Snohomish County ("County") owns real property located within the
17 city limit boundaries of the City of Lake Stevens, located at 10508 Chapel Road, Lake
18 Stevens, Washington known as Wyatt Park.; and
19

20 WHEREAS, The County desires to divest itself all of its ownership, management,
21 and financial responsibility for Wyatt County Park; and
22

23 WHEREAS, the transfer of the County's ownership, management, and financial
24 responsibility also includes the County's interest as Lessor in that certain Lease
25 Agreement between Snohomish County and North Cascade Crew with an initial term that
26 commenced March 14, 2018 and ends March 13, 2028; and
27

28 WHEREAS, the City has agreed to accept the ownership, management, and the
29 financial responsibility for maintaining and operating Wyatt County Park upon transfer
30 from the County to the City in accordance to those certain terms and conditions identified
31 in the Interlocal Agreement; and
32

33 WHEREAS, Snohomish County has adopted a level of service standard which
34 provides recreational amenities to Snohomish County residents, based upon
35 unincorporated population. Wyatt Park provides amenities which have counted toward
36 this level of service. Given that this Interlocal Agreement is not associated with an
37 annexation action which transfers population between jurisdictions, it is the County's
38 intent to retain level of service credit for amenities provided by the Parks up to five years
39 after the execution of this Interlocal Agreement. The County and the City of Lake Stevens
40 agree the continued availability of Wyatt Park to county residents and retention of County
41 level of service credit is a benefit to Snohomish County and a material consideration to
42 this Interlocal Agreement.
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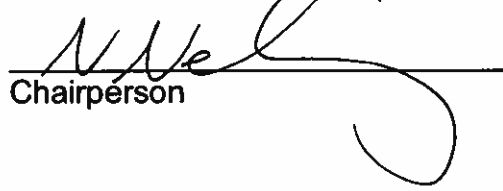
44 NOW, THEREFORE, BE IT ORDAINED:
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1 Section 1: The Snohomish County Council adopts the foregoing recitals as
2 findings of fact and conclusions as set forth in full herein.

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4 Section 2: The Snohomish County Council hereby approves and authorizes the
5 Snohomish County Executive, or designee, to sign the Interlocal Agreement between
6 Snohomish County and the City of Lake Stevens for the transfer of county-owned real
7 property known as Wyatt Park to the City of Lake Stevens, a copy of which is attached
8 hereto as Exhibit A.

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11 PASSED this 19th day of FEBRUARY, 2020.


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13 SNOHOMISH COUNTY COUNCIL
14 Snohomish County, Washington

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16 
17 Chairperson

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19 ATTEST:

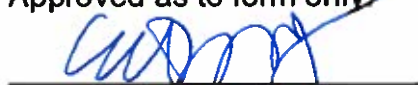
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21
22 Clerk of the Council, Asst.

- 23
24 APPROVED
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26 EMERGENCY
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28 VETOED

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30 DATE: 2/19/2020
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32 
33 County Executive

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36 ATTEST:

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42 Approved as to form only:
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44
45 Deputy Prosecuting Attorney

D-3

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS**
Relating to the Ownership, Funding, Operation, and Maintenance of Wyatt Park

THIS AGREEMENT is made and entered into this day by and between the City of Lake Stevens, hereinafter called “the City,” and Snohomish County, hereinafter referred to as “the County,” as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for Wyatt Park (as further described below), which is located inside the City; and

WHEREAS, the City has agreed to accept ownership, management, and the financial responsibility for maintaining and operating Wyatt Park from the County, upon certain terms and conditions; and

WHEREAS, Snohomish County has adopted a level of service standard which provides recreational amenities to Snohomish County residents, based upon unincorporated population. Wyatt Park provides amenities, which have counted toward this level of service. Given that this Agreement is not paired with an annexation action which transfers population between jurisdictions, it is the County’s intent to retain level-of-service credit for amenities provided by the Parks up to five (5) years after the execution of this Agreement. The parties agree the continued availability of Wyatt Park to County residents and retention of County level-of-service credit is a benefit to the County and a material consideration to this Agreement.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title.

1.1 On January 1, 2020, Snohomish County shall convey to the City, by warranty deed substantially in the form of Attachment A to this document, by this reference made a part hereof, a fee simple interest in Willard Wyatt Park (aka Davies Beach) (“Wyatt Park” or “Park”), and all structures and improvements therein, located at 20 S. Davies Rd., in the City of Lake Stevens, consisting of 4.4 acres more or less and more fully described in Attachment B to this document, by this reference made a part hereof. The deed to said property and improvements shall contain all reservations of record known to the County, and such other reservations, covenants, or restrictions as may be acceptable to the City.

1.2 The City covenants to operate and maintain Wyatt Park in perpetuity as public open space or as a public parks’ recreational facility. The City further covenants that it will not limit access to Wyatt Park so as to restrict usage by non-City residents and that any and all entrance fees shall be at the same rate for non-City residents as for residents of the City. In this manner Wyatt Park shall be available to County and City residents on the same terms.

2. Responsibility for Operations. Maintenance. Repairs and Improvements.

2.1 Upon the transfer of ownership and recording of the deed referred to in section 1.1, the City agrees to accept Wyatt Park in an as is condition, and to assume full ownership and complete responsibility for operations, maintenance, repairs and improvements of said Park. This

responsibility includes, but is not limited to: hiring and control of City personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the transfer of ownership and recording of the deed referred to in section 1.1, the County agrees to continue to operate, maintain and repair Wyatt Park and park improvements and to operate any previously scheduled recreation programs in Wyatt Park.

3. Revenues From Use.

- 3.1 Revenues from Wyatt Park use and recreational programs prior to the transfer of title and the recording of the deed referred to in section 1.1 above shall accrue to the County. Revenues from park use and recreational programs after the transfer of title and recording of the deed referred to in section 1.1 will accrue to the City.
- 3.2 Snohomish County Parks, Recreation, and Tourism staff will work cooperatively with the City of Lake Stevens to provide program and service information to the City before the transfer of title and recording of the deed referred to in section 1.1 above so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on the date of title transfer and recording of the deed.
- 3.3 Once the deed is recorded the City may issue licenses to third parties and collect fees therefrom for all activities in Wyatt Park, subject to: (a) RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment C, incorporated herein by this reference) and any other deed restrictions associated with the Park.

4. The City shall honor County issued Annual Parking and Boat Launch Permits until both parties agree to discontinue. The City may charge a Day Use Fee to users that do not have County issued Annual Parking and Boat Launch Permits.

5. Duration.

This Agreement shall be effective upon signature and authorization by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

6. Indemnification and Hold Harmless.

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, suits, 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, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Parks with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Parks or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. 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, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees related to the City's enforcement or attempted enforcement of Snohomish County Code or County Parks rules or regulations. It is specifically and

expressly understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated. The County shall hold harmless, indemnify, and defend the City, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, 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 performance of this Agreement, or any act, error, or omission of the County, the County's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the County's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The County agrees that this waiver has been mutually negotiated.

7. 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.

7.1 Each party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the site identified in Attachment B.

8. Non-Discrimination.

The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections.

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments.

10.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

11. Default.

- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

12. Entire Agreement and Modifications.

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though full set forth herein.

13. Administration of Agreement.

- 13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar day's written notice to the other.
- 13.2 Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the Mayor and the County Director of Parks, Recreation, and Tourism, who shall first attempt to resolve the conflict prior to any administrative or judicial dispute resolution process or civil proceeding is initiated.

IN WITNESS WHEREOF, the parties have executed this agreement.

Snohomish County

City of Lake Stevens

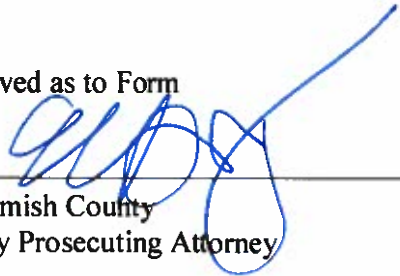
 
Snohomish County Executive
KEN KLEIN
Executive Director


Mayor

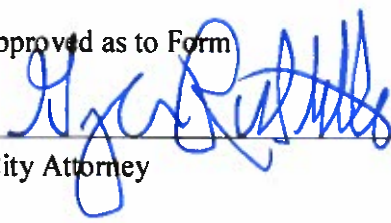
Date 2/19/2020

Date John Spencer
December 18, 2019

Approved as to Form


Snohomish County
Deputy Prosecuting Attorney

Approved as to Form


City Attorney

COUNCIL USE ONLY
Approved: 2.19.2020
Docfile: D-3