

Approved: 12/06/2023  
Effective: 12/21/2023

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-132

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE PORT OF  
EVERETT, SNOHOMISH COUNTY, AND THE CITY OF EVERETT  
REGARDING COST SHARING FOR JETTY LANDING PARK PLAYGROUND

WHEREAS, Jetty Landing facilities are owned in common by the Port, the  
County, and the City for the benefit of the public; and

WHEREAS, the County Executive and the County Council have determined  
that it is consistent with the Comprehensive Parks and Recreation Plan and is in  
the public interest of the County residents to participate in joint undertakings with  
local municipalities to increase recreational opportunities and facility capacity; and

WHEREAS, the County, the Port of Everett and the City of Everett have  
negotiated the terms of an interlocal agreement, attached to this ordinance as  
Exhibit A; and

WHEREAS, the interlocal agreement attached to this ordinance as  
Exhibit A is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on December 6, 2023,  
to consider approving and authorizing the County Executive to sign the agreement  
attached as Exhibit A to this ordinance on the County's behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as  
findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council approves and authorizes the County  
Executive to execute the *Interlocal Agreement Between the Port of Everett,  
Snohomish County, and the City of Everett regarding cost sharing for jetty  
landing park playground* in the form attached hereto as Exhibit A.

PASSED this 6<sup>th</sup> day of December, 2023.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

Jared Mead  
Chairperson

ATTEST:

M. G. M. M.  
Deputy Clerk of the Council

(X) APPROVED

( ) EMERGENCY

( ) VETOED

DATE: December 11, 2023

County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:

Deputy Prosecuting Attorney

EXHIBIT A  
to  
ORDINANCE NO. 23-132

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

*[See Attached]*

## EXHIBIT A

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

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

#### **RECITALS**

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

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

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

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

#### **SECTION 1. TERMS AND CONDITIONS**

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

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

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

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

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

1.5 Each Party's Point of Contact:

**Port of Everett**

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

**Snohomish County**

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

**City of Everett**

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

**SECTION 2. INDEMNIFICATION**

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

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

2.3 This section shall survive termination of this Agreement.

### **SECTION 3. INSURANCE**

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

### **SECTION 5. TERMINATION**

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

### **SECTION 6. GENERAL INTERLOCAL AGREEMENT PROVISIONS**

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

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

### **SECTION 7. DISPUTE RESOLUTION**

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

## **SECTION 8. THIRD PARTY BENEFICIARIES**

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

## **SECTION 9. INTEGRATED AGREEMENT/AMENDMENT**

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

## **SECTION 10. GENERAL PROVISIONS**

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

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

### **PORT OF EVERETT**

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

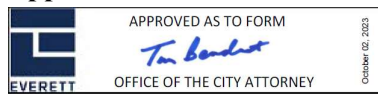
**Approved as to form:**

\_\_\_\_\_  
Port Attorney

### **CITY OF EVERETT**

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

**Approved as to form:**



\_\_\_\_\_  
Office of the City Attorney

**Attest:**

[Signature]

\_\_\_\_\_  
Office of the City Clerk

**SNOHOMISH COUNTY:**

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

By: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_, 2023

**Approved as to form:**

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

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











# Jetty Landing Park Playground Interlocal Agreement\_rev.SD

Final Audit Report

2023-10-13

Created:	2023-10-12
By:	Marista Jorve (mjorve@everettwa.gov)
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Agreement completed.

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