

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF
MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT FUNDING (this "Agreement"), is made and entered into this ____ day of _____, 2019, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the "City"), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County's residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the 2015 General Policy Plan 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 County Council approved Ordinance 16-094, dated November 14, 2016, Attachment A, which adopted the 2017-2022 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan; and

D. The County Council adopted the 2019 Priority Package Detail which included funding for certain capital improvement projects, including Package Id # 619, Attachment B, City of Marysville Cedar Field Improvement Project in an amount up to Fifty Thousand and no/100 Dollars (\$50,000.00) in REET 2 funds pursuant to Chapter 39.34 RCW (the "Funds") for the purpose of helping fund improvements for the Project (as defined below); and

E. The City has provided the following: a written request to the County for the Funds (Attachment C, incorporated herein by reference); a description of the Project (Attachment D); a confirmation from the City indicating an ownership interest in the real property whereupon the Project is located (Attachment E); a description of the City's involvement and on-going role in planning, design, development, maintenance, and operation of the project (Attachment F); and

F. The County and City intend to enter into this Agreement pursuant to and in accordance with the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of funding and completing the Project.

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 funds to the City’s Cedar Field Improvement Project located at _____, Marysville, WA 98____ (the “Property”) for purposes of field improvements, which include but are not limited to replacing the playing surface with synthetic material and new field lighting, as further described in Attachment B (incorporated herein by this reference), and as reasonably modified by the City on a needed basis in a manner consistent with Chapter 39.34 RCW and Chapter 82.46.035 RCW (collectively, the “Project”).

2. Effective Date and Duration.

This Agreement shall not take effect unless and until 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, 2020, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party’s obligations after December 31, 2019, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law unless the Agreement is approved and entered by the County Council via County ordinance, in which case, this proviso shall not apply.

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:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City’s Initial Administrator:

Marysville, WA 98201
phone
email

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 represents to the County that the City owns the Property, upon which the Project shall be executed, and additional real property or easements are not needed to

complete the Project. (See Attachment C, incorporated herein by this reference.)

4.2 City's Financial and Staff Commitment. The City represents to the County that the City has monies sufficient to develop, complete the Project, maintain, and operate the Project without additional County monies needed under the terms of this Agreement by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment"). (See Attachment D, incorporated herein by this reference.)

4.3 Project Deadline. On or before December 31, 2020, 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.

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

4.4.1 Upon completion of the Project or dedication of the 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 or contributor of the Project;

4.4.2 Until December 31, 2020, or completion of the Project, whichever is later, 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;

4.4.3 Until December 31, 2020, or completion of the Project, whichever is later, the City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project in the City's sole discretion. The County makes no commitment to support the Project beyond the funding provided for in this Agreement and assumes no obligation for future support of the Project, including financial support, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property benefitted by the Project available to all County residents, at such times and in accordance with the fee schedule otherwise adopted by the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2020, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. Upon receipt of the invoice, the County shall disburse the Funds for the Project within forty-five (45) days of receipt of said invoice.

5.2 Accounting. The City shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental accounting and financial reporting standards and complies with State records retention requirements in accordance with Chapter 40.14 RCW.

5.3 **Recordkeeping.** The City shall maintain Project records to support billings, in compliance with State records retention requirements under Chapter 40.14 RCW. The records shall be maintained by the City in compliance with State records retention requirements 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 (other than those subject to attorney-client privilege) relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the City, shall be refunded to the County by the City.

5.4. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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 use of the City 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.

8. Liability Related to City 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, 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 policy, rule or regulation is the sole 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, his 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 by this Agreement.

9.4 City's Risk Insurance Pool. Notwithstanding any of the foregoing, the City shall be entitled to self-insure these risks by providing a letter of self-insurance.

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, up until the date the City executes a contract for construction of the Project. 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 or commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City.

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 the parties mutually agree to waive mediation, or if a party's claims might lapse due to an applicable statute of limitations, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

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, subject to RCW 39.34 and other applicable State law.

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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Marysville , a Washington
municipal corporation

By

Name: Dave Somers
Title: County Executive

By

Name:
Title:

ATTACHMENT A

Ordinance 16-094

ATTACHMENT B
PRIORITY PACKAGE DETAIL

ATTACHMENT C

WRITTEN REQUEST TO THE COUNTY FOR THE FUNDS

ATTACHMENT D
A DESCRIPTION OF THE PROJECT

ATTACHMENT E

A CONFIRMATION FROM THE CITY INDICATING OWNERSHIP INTEREST IN THE PROPERTY

ATTACHMENT F

**A DESCRIPTION OF THE CITY'S INVOLVEMENT AND ON-GOING ROLE IN PLANNING, DESIGN,
DEVELOPMENT, MAINTENANCE, AND OPERATION OF THE PROJECT**

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 17-353

APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE EVERETT SCHOOL DISTRICT AND SNOHOMISH COUNTY FOR DISBURSEMENT OF FUNDS

WHEREAS, the 2007 Comprehensive Parks and Recreation Plan, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for community parks, open space, and natural area parks accessible to the general 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 County residents to participate in joint undertakings with private entities to increase recreational opportunities and facility capacity; and

WHEREAS, the Everett School District ("District") owns real property at 3900 Broadway, Everett, Washington 98201 that has an existing ball field. The "Project" will include but not limited to replacing the playing surfaces of the infield and outfield with synthetic turf with a crumb rubber infill, and replacing the material of the warning track to a rubberized surfacing; and

WHEREAS, the County Council approved Ordinance 16-094, dated November 14, 2017, which adopted the 2017-2022 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan; and

WHEREAS, the County Council adopted the Priority Package Detail which included funding for certain capital improvement projects, including Package Id # 182 Everett School District Municipal (Memorial) Ballfield Project (the "Project") in an amount up to Three Hundred Thousand and no/100 Dollars (\$300,000.00) in REET 2 funds (the "Funds"); and

WHEREAS, the Interlocal Agreement between Snohomish County and the Everett School District was prepared in order to provide partial funding for the overall Project costs which identifies specific amounts to be disbursed to the District;

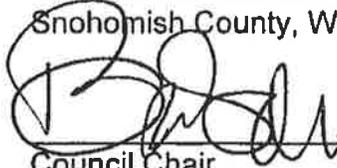
NOW, THEREFORE, ON MOTION, the County Council of Snohomish County resolves the following:

Section 1. Hereby approves the Interlocal Agreement between Snohomish County and the Everett School District to provide funding for the Project up to the amount of Three Hundred Thousand Dollars (\$300,000.00).

Section 2. The Snohomish County Council authorizes the County Executive to execute the Interlocal Agreement with the Everett School District, together with all related documents, in order to provide funding up to the amount of Three Hundred Thousand Dollars (\$300,000.00) for the Project.

PASSED this 18th day of October, 2017.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

D-4

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR MEMORIAL BALLFIELD IMPROVEMENT PROJECT

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR MEMORIAL BALLFIELD IMPROVEMENT PROJECT FUNDING (this "Agreement"), is made and entered into this 26th day of September, 2017, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the EVERETT SCHOOL DISTRICT No. 2, a municipal corporation of the State of Washington (the "District"), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County's residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the 2015 General Policy Plan 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 County Council approved Ordinance 16-094, dated November 14, 2016, which adopted the 2017-2022 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan; and

D. The County Council adopted the Priority Package Detail which included funding for certain capital improvement projects, including Package Id # 182 Everett School Municipal Memorial Ballfield Project in an amount up to Three Hundred Thousand and no/100 Dollars (\$300,000.00) in REET 2 funds pursuant to Chapter 39.34 RCW (the "Funds") for the purpose of helping fund improvements for the Project (as defined below); and

E. The District has provided the following: a written request to the County for the Funds (Attachment A, incorporated herein by reference); a description of the Project (Attachment B); a confirmation from the District indicating an ownership interest in the real property whereupon the Project is located (Attachment C); a description of the District's involvement and on-going role in planning, design, development, maintenance, and operation of the project (Attachment D); and

F. The County and District intend to enter into this Agreement pursuant to and in accordance with the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of funding and completing the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR MEMORIAL BALLFIELD IMPROVEMENT PROJECT

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District 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 District as they relate to the County's provision of funds to the District's Memorial Ballfield Project located at 3900 Broadway, Everett, WA 98201 (the "District Property") for purposes of field improvements, which include but are not limited to replacing the playing surfaces of the infield and outfield with synthetic turf with a crumb rubber infill, and replacing the material of the warning track to a rubberized surfacing, as further described in Attachment B (incorporated herein by this reference), and as reasonably modified by the District on a needed basis in a manner consistent with Chapter 39.34 RCW and Chapter 82.46.035 RCW (collectively, the "Project").

2. Effective Date and Duration.

This Agreement shall not take effect unless and until 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, 2018, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2017, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law unless the Agreement is approved and entered by the County Council via County ordinance, in which case, this proviso shall not apply.

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:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

District's Initial Administrator:

Darcy J. Walker
Director, Facilities & Planning
Everett Public Schools
3900 Broadway
Everett, WA 98201
(425) 385-5200 phone
dwalker@everettsd.org

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

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT

4. Project Performance.

4.1 Certification of Real Property Interest. The District represents to the County that the District owns the District Property, upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project. (See Attachment C, incorporated herein by this reference.)

4.2 District's Financial and Staff Commitment. The District represents to the County that the District has monies sufficient to develop, complete the Project, maintain, and operate the Project without additional County monies needed under the terms of this Agreement by the Project deadline identified in Section 4.3 below (the "District's Financial Commitment"). (See Attachment D, incorporated herein by this reference.)

4.3 Project Deadline. On or before December 31, 2018, the District shall complete the Project. In executing the Project, the District shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

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

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

4.4.2 Until December 31, 2018, or completion of the Project, whichever is later, the District 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;

4.4.3 Until December 31, 2018, or completion of the Project, whichever is later, the District shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The District shall be responsible for on-going capital improvements to, and maintenance of, the Project in the District's sole discretion. The County makes no commitment to support the Project beyond the funding provided for in this Agreement and assumes no obligation for future support of the Project, including financial support, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The District shall make the District Property benefitted by the Project available to all County residents, at such times and in accordance with the fee schedule otherwise adopted by the District.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2018, the District shall submit to the County an invoice requesting disbursement of the Funds for the Project. Upon receipt of the invoice, the County shall disburse the Funds for the Project within forty-five (45) days of receipt of said invoice.

5.2 Accounting. The District shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental accounting and financial reporting standards and complies with State records retention requirements in accordance with Chapter 40.14 RCW.

5.3 Recordkeeping. The District shall maintain Project records to support billings, in compliance with State records retention requirements under Chapter 40.14 RCW. The records shall be maintained by the District in compliance with State records retention requirements 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 District (other than those subject to attorney-client privilege) relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the District, shall be refunded to the County by the District.

5.4. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the District shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

6. Independent Contractor. The District will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The District shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and

agents of the District and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The District 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 District 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 use of the District 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.

8. Liability Related to District Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District, 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 District policy, rule or regulation is the sole issue, the District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the District, the County, or both, the District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The District 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 District, his agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the District.

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 District in connection with this Agreement.

9.3 Verification of Coverage. The District shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT

9.4 District's Risk Insurance Pool. Notwithstanding any of the foregoing, the District shall be entitled to self-insure these risks by providing a letter of self-insurance.

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 District 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, up until the date the District executes a contract for construction of the Project. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the District fails to complete the Project or commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the District.

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 the parties mutually agree to waive mediation, or if a party's claims might lapse due to an applicable statute of limitations, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

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, subject to RCW 39.34 and other applicable State law.

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 District 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

KEN KLEIN
Executive Director

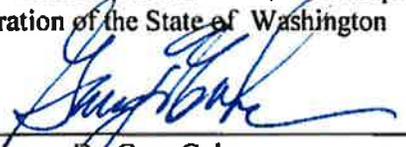
By


Name: Dave Somers 10/20/17 for
Title: County Executive

DISTRICT:

Everett School District No. 2, a municipal
corporation of the State of Washington

By


Name: Dr. Gary Cohn
Title: Superintendent

COUNCIL USE ONLY	
Approved:	10-18-17
Docfile:	D-4

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

DISTRICT:

Everett School District No. 2, a municipal
corporation of the State of Washington

By

Name: Dave Somers
Title: County Executive

By

Name:
Title:

Approved as to form

[Signature] 9/27/17

Deputy Prosecuting Attorney

Risk Management
[Signature] 9/27/17

ATTACHMENT A
DISTRICT REQUEST FOR COUNTY FUNDS

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT**

136229076.2



3900 Broadway, Everett, WA 98201
www.everettsd.org

ATTACHMENT A
DISTRICT REQUEST FOR COUNTY FUNDS

Board of Directors

August 24, 2017

Caroline Mason
President

Carol Andrews
Vice President

Traci Mitchell
Legislative Representative

Pam LeSesne

Ted Wentz

Administration

Dr. Gary Cohn
Superintendent

Dr. Joyce Stewart
Deputy Superintendent

Dr. Peter Scott
Associate Superintendent

Larry Fleckenstein
Assistant Superintendent

Dr. Saly Lancaster
Assistant Superintendent

Russ Bosanko, Division Manager
Park Capital and Operations
Snohomish County Parks & Recreation
6705 Puget Park Drive
Snohomish, WA 98296

Dear Mr. Bosanko:

Everett Public Schools is respectfully requesting funding in the amount of \$300,000 to use for replacement of the Everett Memorial Stadium baseball field, located at 3900 Broadway, Everett, WA 98201.

This funding will be combined with \$300,000 from the Everett AquaSox and \$1,300,000 from Everett Public Schools to fully cover costs for the project.

Thank you for your continued support of Everett Public Schools.

Sincerely,

Michael T. Gunn
Executive Director, Facilities & Operations
mgunn@everettsd.org
425-385-4190

ATTACHMENT B
PROJECT DESCRIPTION

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT**

136229076.2

ATTACHMENT B

DESCRIPTION OF PROJECT & ESTIMATION OF COSTS

PROJECT IDENTIFICATION:

Everett Memorial Stadium Baseball Field Replacement
3802 Broadway
Everett, WA 98201

CONSULTANTS

Project Architect: D.A. Hogan & Associates, Inc.
119 1st Avenue South, Suite 110
Seattle, WA 98104

Civil Engineer: LPD Engineering
1932 1st Avenue, #201
Seattle, WA 98101

ABBREVIATED WRITTEN SUMMARY

General Description of the Work: The project replaces the existing grass, clay/silt, and cinder playing surfaces at the Memorial Stadium Baseball Field with a new vertically drainage synthetic turf surface. The work requires removal of the existing field sections to existing subgrade; removal of an existing geotextile "liner"; removal of a quantity of subsurface drainage aggregate to selectively expose the existing system laterals; shaping of existing subgrade to conform to the normalized grading plan; installation of a new washwater mainline and hose swivel system; installation of a limited quantity of new subsurface drainage and collector; installation of new geotextile separator fabric; installation of various permeable aggregates; installation of synthetic turf edge anchors; construction of game and warmup pitching mounds; supply and install select equipment and furnishings; and installation of approved synthetic turf surfacing.

Schedule and Duration of the Work: The Contractor shall achieve Partial Substantial Completion within Seventy-Five (75) Working Days, Substantial Completion of the work no more than Ninety-Five (95) Working Days and Final Completion no less than One-Hundred-Ten (110) Working Days from the Date of Notice to Proceed.

Architect's cost estimate for the work: \$ 1,265,520

ATTACHMENT C
PROOF OF DISTRICT OWNERSHIP OF PROPERTY

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT**

136229076.1



Property Account Summary

Parcel Number	29052900300100	Property Address	3800 ROCKEFELLER AVE , EVERETT, WA 98201
---------------	----------------	------------------	--

Parties - For changes use 'Other Property Data' menu

Role	Percent	Name	Mailing Address
Taxpayer	100	EVERETT SCHOOL DIST 2	4730 COLBY AVE, EVERETT, WA 98203 United States
Owner	100	EVERETT SCHOOL DIST 2	4730 COLBY AVE, EVERETT, WA 98203 United States

General Information

Section 29 Township 29 Range 05 Quarter SW - PTN OF SW1/4 SW1/4 SD SEC 29 LY W OF BROADWAY AVE & N OF SSH1-1 (SR 526 AS SHOWN ON STATE HWY MAPEVRT JCT F.A. 1.5 WLY) EXC PTN THOF DAF BEG AT SW COR SD SW1/4 SW1/4 TH N02°43'44E ALG W LN THOF 270FT TH N90°00'00E 9L.57FT TH S00°19'36E 80.72FT TH S44°41'27E 65.26FT TH S63°13'37E 90.36FT TH S01°30'07W TAP ON CRV OF N LN S/HWY R/W AS CONVDYD PER AF NO. 1561869 AT WH PT TANG TO SD CRV BEARS S75°21'29W TH IN ELY DIR ALG SD CRV TO L HAVG RAD OF 955.92FT TAP ON INT WITH W LN SD SSH 1-A TH SELY ALG SD W LN TO S LN OF SD SW1/4 SW1/4 TH W ALG S LN THOF TO POB & ALSO EXC BEG AT MON 39TH ST & BROADWAY AVE TH S ALG MON LN OF BROADWAY40FT TH ANG R 90° 71.92FT TO W LN BROADWAY TH ANG R ALG SD W LN 220FT TO TPB TH N TO N LN SW1/4 SW1/4 TH W ALG SD N LN 120FT TH S TAP W OF POB TH E 128FT TO TPB & TGV ALL BLK 924 PLUS VAC ALLEY IN PLAT OF EVERETT DIV N TGV THAT PTN VAC OAKES AVE PER ORD NO. 640-79 DAF BEG SE COR BLK 923 TH N00°00'32W ALGE LN SD BLK 85FT TO S LN OF N 10FT OF LOT 19 IN SD BLK 923 TH N55°37'32E 48.41FT TO C/L SD OAKES AVE TH CONT N55°37'32E 48.40FT TO W LN SD BLK 924 TH S ALG W LN THOF TO N LN VAC 38TH ST TH W TO W LN OF VAC OAKES AVE TH N TO TPB & TGV PTN BLK 923 PLAT OF EVERETT DIV N DAF BEG 10FT S OF ME COR LOT 19 THS TO SE COR LOT 17 TH W 95FT TH NELY TO POB ALSO TGV VAC 38TH ST PER ORD 640-79 LY BTW WLY R/W MGN LOMBARD AVE & ELY MGN OF ALLEY ROCKEFELLER AVE LESS FOT PTNS OF NW1/4 SW1/4 & OF SW1/4 SW1/4 DAF A TR OF LD FOR ST PURPOSES DAF BEG AT SW COR LOT 16 BLK 923 PLAT OF EV DIV M REC VOL 5 PLATS PG 8 TH N89°59'46W AT R/A TO W LN SD LOT 16 BLK 923 DIST 38.955FT TAP ON CTR LN OF ROCKEFELLER AVE AS SHOWN ON SD PLAT TH S00°00'14W ALG SD C/L DIST 9.98FT TH N89°59'48W DIST 39.955FT TO SE COR LOT 17 BLK 922 SD PLAT TH N89°58'49W ALG S LN SD LOT 17 DIST 123.93FT TO SW COR SD LOT 17 TH S00°01'14W ALG SLY PROJ OF W LN SD LOT 17 DIST 0.15FT TAP ON N LN SD SW1/4 SW1/4 SEC 29 TH N88°53'22W ALG N LN SD SW1/4 SW1/4 DIST 3.75FT TO NW COR SD SW1/4 SW1/4 TH S02°46'58W ALG W LN SD SW1/4 SW1/4 DIST 59.99FT TAP ON ELY PROJ OF N LN LOT 1 BLK 1 PLAT CLIMAX LD CO'S 1ST ADD VOL 4 OF PLATS PG 21 & WH PT BEARS S89°58'49E ALG ELY PROJ OF N LN SD LOT 1 DIST 9.34FT M/L FR NE COR SD LOT 1 TH S89°58'49E ALG ELY PROJ OF N LN SD LOT 1 DIST 108.76FT TH ON A CRV TO L TANG TO PREVIOUS CRSE HAVG A RAD OF 96FT & HAVG A C/A OF 39°58'26 AN ARC DIST OF 66.92FT TH N50°04'45E DIST 52.29FT TAP ON SLY PROJ OF W LN SD BLK 923 TH N00°00'14E ALG SLY PROJ OF W LN SD BLK 923 DIST 14.03FT TO POB & LESS STRIP OF LD FOR ALLEY PURPOSES 16FT IN WIDTH LY E OF & ADJ TO W LN OF SW1/4 SW1/4 SEC 29 & LY S OF ELY PROJ OF N LN SD LOT 1 BLK 1 PLAT CLIMAX LD CO'S 1ST ADD & LY N OF ELY PROJ OF S LN OF W1/2 LOT 14 IN SD BLK 1 ALSO LESS ADD'L R/W TO CITY OF EVE PER SWD REC AFN 9707230180

Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	00010

Property Characteristics	
Use Code	729 Other Public Assembly, NEC
Unit of Measure	Acre(s)
Size (gross)	28.73

Related Properties
0267930 is Located On this property

Active Exemptions
Government Property

No Available Tax Charges Information for this Property at the Moment.

Distribution of Current Taxes		
District	Rate	Amount
TOTALS		

Pending Real 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
2018	5,944,500	24,734,500	30,679,000	0	0	0

Property Values					
Value Type	Tax Year 2017	Tax Year 2016	Tax Year 2015	Tax Year 2014	Tax Year 2013
Taxable Value Regular	0	0	0	0	0
Exemption Amount Regular	28,672,000	27,049,000	25,781,000	24,348,000	14,410,600
Market Total	28,672,000	27,049,000	25,781,000	24,348,000	14,410,600
Assessed Value	28,672,000	27,049,000	25,781,000	24,348,000	14,410,600
Market Land	5,931,700	5,318,800	5,005,900	5,005,000	5,005,900
Market Improvement	23,040,300	21,730,200	20,755,100	19,342,900	9,404,700
Personal Property					

Levy Rate History	
Tax Year	Total Levy Rate
2016	11.623199

ATTACHMENT D

**DISTRICT'S INVOLVEMENT AND ON-GOING ROLE IN PLANNING, DESIGN, DEVELOPMENT,
MAINTENANCE AND OPERATION OF THE PROJECT**

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE EVERETT SCHOOL DISTRICT FOR
MEMORIAL BALLFIELD IMPROVEMENT PROJECT**

136229076 2

ATTACHMENT D

SCHOOL DISTRICT'S ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE PROJECT

The school district has identified stakeholders and has coordinated with them to collaboratively determine design elements for the field and will continue to coordinate with them throughout the project. The school district will ensure that funding sources, inter-local agreements and other processes are followed.

The school district has retained DA Hogan, a local design firm, who has evaluated existing conditions and is creating the construction documents covering all categories of the work from earth work, to utilities, as well as the actual synthetic surfaces. They are using a professional engineer for the appropriate elements, such as storm water design. DA Hogan is experienced with this type of field, as well as with working in this locale. The project will be competitively bid and DA Hogan will also provide construction administration services during the project.

There are already two well established synthetic fields within the school district that are cared for by in-house M&O staff. Going forward, there will be an even greater presence of synthetic surfaces with two more fields under construction, in addition to this field. The manufacturer will be required to hold training for the school district's maintenance & operations staff in support of this new field. Given the prior M&O experience, and the fact that care for the new field is less time consuming than the existing natural grass and dirt surfaces, this staff will be able to readily transition to the requirements of the new synthetic surfaces.

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.

Covered Member:	Coverage Afforded By:
Everett Public Schools PO Box 2098 Everett WA, 98213	Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700

This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain. The evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.

Coverage Agreement #:	COV 2017-2018
Coverage Period:	September 1, 2017 through August 31, 2018
Effective Date of Evidence of Coverage:	September 1, 2017
Expiration Date of Evidence of Coverage:	August 31, 2018
Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined:	\$1,000,000

Other Applicable Coverage:

APPROVED BY RISK MANAGEMENT
Baer 9/29/17
 Date/Sig: _____

Description of Operations/Locations/Vehicle:

Activities under the direct supervision of District personnel as respects coverage period September 1, 2017 through August 31, 2018.

Cancellation:

Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below.

Evidence of Coverage Holder:	Issue Date: July 25, 2017
-------------------------------------	----------------------------------

To Whom It May Concern

Deborah Galax

 Authorized Signature