

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SULTAN SCHOOL DISTRICT FOR A CAPITAL IMPROVEMENT PROJECT

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE Sultan School District FOR a Capital Improvement Project (this “Agreement”), is made and entered into this 1st day of November 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the Sultan School District, a Washington public school district #311 (the “District”), collectively the “Parties,” pursuant to **Chapter 39.34 RCW**.

RECITALS

A. On February 23, 2022, the County Council adopted Ordinance 22-001, relating to the 2022 budget, making a supplemental appropriation in General Fund 002 to provide expenditure authority for unanticipated funds; and

B. In Ordinance 22-001, the Council appropriated \$5,000,000 for “Council Projects; and

C. Sultan School District has a project to repair steps at the Startup Event Center, as well as replace the concrete surface of the sports court, and replace the tennis/pickleball net systems (“the Project”); and

D. Snohomish County has agreed to provide **\$100,000.00 - One hundred thousand dollars** of **General** funds (the “Funds”) in support of the Project; and

E. The Sultan School District has provided the following: confirmation indicating ownership interest in the Property (**Attachment A**, incorporated herein by this reference); Proof of Insurance (**Attachment B**, incorporated herein by this reference); and the District’s Project Description identifying the Project (**Attachment C**, incorporated herein by this reference); and

F. Pursuant to this Agreement and **Chapter 39.34 RCW**, the County wishes to provide, and the District wishes to accept, the above-described Funds from the County.

(Agreement to follow)

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 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 the funds to the District's Project as set forth in Attachment C. The District shall execute the Project on the following parcel numbers: **00582500100000, 00582500800000 and 28083500401600 (the "Property")**.

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, 2023**, unless earlier terminated pursuant to the provisions of **Section 12** below, PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Kara Main-Hester, Chief RRO
Snohomish County Office of
Recovery and Resilience
3000 Rockefeller Ave. MS 407
Everett, WA 98201
(425) 262-2991 phone
Kara.main-hester@snoco.org

District's Initial Administrator:

Dan Chaplik, Superintendent
Sultan School District
514 4th Street, Sultan, WA 98294
(360) 793-9800 x1006
dan.chaplik@sultan.k12.wa.us

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 District certifies to the County that the District owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 District’s Financial Commitment. The District certifies to the County that the District has sufficient monies to complete the Project by the Project deadline identified in **Section 4.3** below (the “District’s Financial Commitment”).

4.3 Project Deadline. On or before **December 31, 2023**, 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 completed 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 of or contributor to the Project;

4.4.2 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 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 and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The District shall make the Property available to all County residents on the same terms.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2023, the District shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice(s) shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the District on the Project.

5.2 Payment. Unless the County delivers to the District written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the District of an invoice/invoices properly submitted to the County pursuant to **Section 5.1**, the County shall remit to the District an amount not to exceed **\$100,000.00 - One hundred thousand dollars.**

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the District's Financial Commitment, the County shall remit to the District an amount of Funds equal to the difference between the District's Financial Commitment and the total cost of the Project. In no case shall the District retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the District's Financial Commitment. Should an overpayment occur, the County shall give written notice to the District of the overpayment, and within thirty (30) days of the notice of overpayment the District shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The District shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including **Chapter 40.14 RCW.**

5.5 Recordkeeping. The District shall maintain adequate records to support billings. The records shall be maintained by the District for a period of five (5) 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 relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The District shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by, the State, the County, or this Agreement.

In the case of **5.6.1** or **5.6.2**, the County shall make a written demand upon the District for repayment, and the District shall be obligated to repay to the County the Funds demanded within thirty (30) calendar days of the demand. The County's right to demand repayment from the District may be exercised as often as necessary to recoup from the District all Funds required to be returned to the County.

The District is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

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 County shall defend, indemnify, and hold the School, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of injuries and/or damages caused by the County's own negligence.

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 acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of District, and District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including **Title 51 RCW**, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to 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 at 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, upon request of and acceptance by the County, provide the County a letter certifying the DISTRICT'S self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the 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. 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 by **December 31, 2023**, and/or otherwise commits a Default as described in **Section 11**, the County may terminate this Agreement immediately by delivering written notice to the District. Within thirty (30) days of such early termination, the District shall return to the County all Funds previously disbursed from the County to the District for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney’s 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.

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.

(Signature Page to follow)

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

By 
Name: Megan Dunn
Title: County Council Chair

DISTRICT:

Sultan School District

By 
Name: Dan Chaplik
Title: Superintendent

Approved as to Form:

By _____
Deputy Prosecuting Attorney

Attest/Authenticate

By _____
Name:
Title:

Approved as to Form:

By _____
Office of the District Attorney

COUNCIL USE ONLY	
Approved	<u>12/14/2022</u>
ECAF #	<u>2022-1278</u>
MOT/ORD	<u>Motion 22-542</u>

(Attachment A – Ownership verification)

The District will execute the Project on the following Parcel numbers: 00582500100000, 00582500800000 and 28083500401600. Legal descriptions are provided below.

Snohomish County		Online Government Information & Services			
Washington					
Home	Other Property Data	Help			
Property Search > Search Results > Property Summary					
Property Account Summary					
8/26/2022					
Parcel Number	00582500100000	Property Address	14315 365TH AVE SE , SULTAN, WA 98294-7684		
General Information					
Property Description	SPARLINGS 1ST ADD TO WALLACE BLK 001 D-00 - ALL BLK 1				
Property Category	Land and Improvements				
Status	Active, Locally Assessed				
Tax Code Area	03355				
Property Characteristics					
Use Code	681 Nursery, Primary & Secondary School				
Unit of Measure	Acre(s)				
Size (gross)	0.95				
Related Properties					
No Related Properties Found					
Parties					
Role	Percent	Name	Address		
Taxpayer	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States		
Owner	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States		
Property Values					
Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular					
Exemption Amount Regular	\$499,200	\$516,100	\$421,000	\$417,700	\$474,000
Market Total	\$499,200	\$516,100	\$421,000	\$417,700	\$474,000
Assessed Value	\$499,200	\$516,100	\$421,000	\$417,700	\$474,000
Market Land	\$145,700	\$180,400	\$179,700	\$126,400	\$82,300
Market Improvement	\$353,500	\$335,700	\$241,300	\$291,300	\$391,700
Personal Property					
Active Exemptions					

Property Account Summary

8/26/2022

Parcel Number	00582500800000	Property Address	14430 367TH AVE SE , SULTAN, WA 98294
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General Information

Property Description	SPARLINGS 1ST ADD TO WALLACE BLK 008 D-00 - ALL BLK 8
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	03355

Property Characteristics

Use Code	761 Parks - General Recreation
Unit of Measure	Acre(s)
Size (gross)	0.95

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States
Owner	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States

Property Values

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular					
Exemption Amount Regular	\$171,600	\$206,700	\$153,700	\$141,100	\$229,000
Market Total	\$171,600	\$206,700	\$153,700	\$141,100	\$229,000
Assessed Value	\$171,600	\$206,700	\$153,700	\$141,100	\$229,000
Market Land	\$145,700	\$180,400	\$127,600	\$95,300	\$52,300
Market Improvement	\$25,900	\$26,300	\$26,100	\$45,800	\$176,700
Personal Property					

Active Exemptions

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Property Account Summary

8/26/2022

Parcel Number	28083500401600	Property Address	UNKNOWN UNKNOWN, UNKNOWN,
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General Information

Property Description	SEC 35 TWP 28 RGE 08RT-48) BEG 80FT N OF NE COR BLK 1 SPAR-LINGS 1ST ADD TO WALLACE TH N 208.71FT TH W 208.71FT TH S 208.71FT TH E TO POB
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	05530

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	1.01

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States
Owner	100	SULTAN SCHOOL DIST 311	514 4TH ST, SULTAN, WA 98294-9474 United States

Property Values

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular					
Exemption Amount Regular	\$119,000	\$98,300	\$98,300	\$69,000	\$66,300
Market Total	\$119,000	\$98,300	\$98,300	\$69,000	\$66,300
Assessed Value	\$119,000	\$98,300	\$98,300	\$69,000	\$66,300
Market Land	\$119,000	\$98,300	\$98,300	\$69,000	\$66,300
Market Improvement					
Personal Property					


Active Exemptions

(Attachment B – Proof of Insurance)



**Evidence of Coverage –
General Certificate**

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 and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007). This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Sultan School District 514 - 4th Street Sultan, WA 98294 Member #: 31311
Coverage Agreement #:	COV 2022-2023
Coverage Period:	September 1, 2022 through August 31, 2023
Effective Date of Evidence of Coverage:	September 1, 2022
Expiration Date of Evidence of Coverage:	August 31, 2023
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District Member personnel as respects coverage period September 1, 2022 through August 31, 2023.	
Evidence of Coverage Holder:	Issue Date: September 1, 2022
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.

©2022 Washington Schools Risk Management Pool

(Attachment C – Project Description)
Startup Event Center and Park Improvements

Concrete Work

The District shall repair both sets of steps at the Startup Event Center. One set is main staircase on the South-West side of the building, located at the middle of the South/Front of the building (*Image# 2A-B, 3A-B & 4A*). The other is on the South side of the East end of the building (*Images# 1A-B*). The District shall also repair the front sidewalk, which runs West and East at the front of the building (*Image# 4B, 5A-B, 6A-B & 7A-B*). The District shall apply a seal coating to the front sidewalk after the repairs are completed.

Sport Court Improvements

The District shall upgrade the surface of the sports court located at the Southern-most point of the property (*Image# 8,9 &10*) as demonstrated on the attached map. The District shall replace, paint, and seal the court surface and replace the tennis/pickleball net systems.

MAP



Work Site:

Startup Event Center/Sky Valley Arts Council

14315 366th Ave SE

Sultan, WA 98294

Tax Parcels #28083500401600, 00582500100000, 00582500800000

Project Manager: Debbie Copple 425-238-2651

debbie@skyvalleyvic.net

Owner:

Sultan School District

514 4th Street, Sultan WA 98294

Dan Chaplik, Superintendent 360-793-9800 X1006

Dan.chaplik@sultan.k12.wa.us

Dan Baller, Finance Director 360-793-9800 X1020

Dan.baller@sultan.k12.wa.us



IMAGE #1

These stairs are located on the South side of the building on the Eastern end of the front of the building.



IMAGE #2

This is the main staircase on the South-West side of the building. They are cracked and need to be replaced.





IMAGE #3

Side view of the main stair chase to be replaced



IMAGE #4

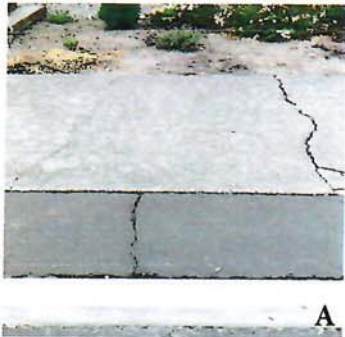
All of the sidewalk pictures are of sidewalks located at the front of the building, which is South facing. This sidewalk runs West and East.





IMAGE #5

Sidewalk damage to be repaired



IMAGE#6

Sidewalk damage to be repaired

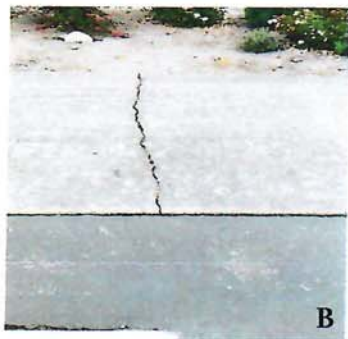




IMAGE #7

Sidewalk damage to be repaired.



IMAGE #8

Sports court located at the South end of the property. Shows sagging nets and cracked surface.



IMAGE #9

Sports Court showing sagging net system and uneven court surface.



IMAGE #10

Sports court showing the cracked and uneven surface.