

INTERLOCAL AGREEMENT

This Interlocal Agreement (this "*Agreement*") is entered into this 2nd day of February, 2022, by and between the City of Everett, a municipal corporation of the State of Washington, (the "City"), and Snohomish County, a political subdivision of the State of Washington, (the "County").

RECITALS

WHEREAS, the City of Everett and Snohomish County desire to partner together to provide an attractive city, sidewalk and business frontage and business entrances, including a safe environment in the Downtown Everett Business Improvement Area, the boundaries of which are further described on **Exhibit A** attached hereto, to help promote and support the economic vitality of the Downtown Everett Business Improvement Area; and

WHEREAS, the County is located within the Downtown Everett Business Improvement Area boundaries; and

WHEREAS, the County is an abutting property owner to the city public right-of-way within the Downtown Everett Business Improvement Area which includes but is not limited to, streets, lanes, alleys, and sidewalks; and

WHEREAS, as an abutting property owner the County has the duty, burden, and expense of repair, renewal, maintenance, and removal of obstructions and snow from such sidewalk or sidewalks upon the side of the street along which the said sidewalk has been constructed in accordance with City of Everett municipal code 13.08.010; and

WHEREAS, the County will support the City's endeavor to provide an attractive city, sidewalk and business frontage and entrances, including a safe environment in the Downtown Everett Business Improvement Area by paying to the City a mutually agreed fee to perform duties typically required of an abutting property owner in accordance with City of Everett municipal code 13.08.010; and

WHEREAS, the County and City desire to enter into this Agreement to allow the City to provide for the administration and maintenance of the City of Everett of the duties required in accordance with City of Everett municipal code 13.08.010 within the Downtown Everett Business Improvement Area project, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the County agree to the follow terms and conditions of this Agreement as provided herein:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is for the City and County to partner together to increase in the attractiveness and economic vitality of the Downtown Everett Business Improvement Area by improving and continuously maintaining the City of Everett's public rights of way, including sidewalks, alleyways, business frontage and business entrances.

2. **City Obligations.**

- a. The City is responsible for the Maintenance Work (defined below) for all the City of Everett's public rights-of-way, lanes, places, squares and, alleys, located within the Downtown Everett Business Improvement Area ("Public Rights of Way").
- b. The City shall be responsible to maintain the sidewalks within Public Rights of Way by blowing, sweeping, emptying sidewalks cigarette containers, recycling (as appropriate), emptying sidewalk trash containers, replacing trash bags, and cleaning of trash containers and trash lids, disposing of and the replacement of any broken or damaged sidewalk trash containers, removing debris, including but not limited to furniture, mattresses, grocery carts, boxes, and paper debris, etc. from the sidewalks, removing or covering graffiti on sidewalks, street light poles and signage/signage posts, trash, recycling, and cigarette dispensers, planters on sidewalks, spraying weeds in sidewalk cracks as needed and cleaning planters of weeds and debris, replacing flowers and shrubs that are dead, or vandalized (the "Maintenance Work"). If the City fails to perform any of the Maintenance Work specified in this Section 2b, the County will notify jeharris@everettwa.gov and accountant@downtowneverettwa.org at the City to report the performance failure. If the City fails to correct the performance failure in a mutually agreed timeline, the County may terminate this Agreement
- c. The City will provide the Maintenance Work throughout the term of this Agreement daily and more often if needed upon request by the County. The City will provide the Maintenance Work by contract with the Downtown Everett Association.
- d. The City will provide to the County, upon request, an accounting of all Maintenance Work performed under this Agreement including Maintenance Work provided specifically to support the sidewalks abutting the County's property within the Downtown Everett Business Improvement Area and to support the County funds provided for this purpose.

- e. The City shall recognize the County as a financial partner in the following manner:
 - The City shall hold at least 1 (one) event each calendar year during the term of this Agreement to promote the Downtown Everett Business Improvement Area.
 - The City shall invite the County to each event promoting the Downtown Everett Business Improvement Area and recognize the County at such events as a financial partner of the Maintenance Work.
 - The City shall recognize the County as a financial partner in all brochures, banners, posters, and other promotional material related to the Downtown Everett Business Improvement Area.
3. **Payment.** Upon execution of this Agreement the County shall pay to the City the annual total amount of \$61,936 for 2021. The County will pay to the City a monthly payment in the amount of \$5,316.17 (\$63,794.03 annual total), due on the first day of each month, for the initial period of January 12022, to December 31, 2022. The annual amount charged to the County shall increase by three percent (3%) in each subsequent calendar year, PROVIDED THAT, the obligations of the County in succeeding fiscal years beyond December 31, 2022, are contingent upon legislative appropriation for the specific purpose of funding this Agreement in accordance with law. In the event funds are not so appropriated, the County may terminate this Agreement without penalty.
4. **Term.** The term of this Agreement shall commence upon execution and end on December 31, 2025.
5. **Termination.**
 - a. **For Convenience.** Either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party. If this Agreement is terminated by the County, the City shall continue performing Maintenance Work in the Downtown Everett Business Improvement Area through the date of termination. The County shall compensate the City for all Maintenance Work performed by the City in the Downtown Everett Business Improvement Area through the date of termination.
 - b. **For Breach.** If either party breaches this Agreement, the non-breaching party shall deliver notice of the breach to the other party. Except for curing Maintenance Work, described in Section 2b, if the breaching party does not cure the breach within thirty (15) days after delivery of such notice, then the non-breaching party may terminate this Agreement effective on written notice of termination to the breaching party.
 - c. If this Agreement is terminated by the County pursuant to Sections 2b, or this Section 5, the City shall reimburse the County, within thirty (30) days, a pro

rate portion of the monthly payment from the date of termination to the end of month in which the termination took effect.

6. General Provisions.

- a. Interlocal Cooperation Act. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.
- d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.
- e. Amendment. No amendment to this Agreement will be effective unless in writing and executed in the same manner as provided by law for the execution of this Agreement.
- f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.
- g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to County
City of Everett Finance Director-Treasurer 2930 Wetmore Ave., Ste. 10-A Everett, WA 98201 Attn: Susy Haugen	Snohomish County Department of Facilities and Fleet 3000 Rockefeller Ave M/S 404 Everett, WA 98201 Attn: Property Officer

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

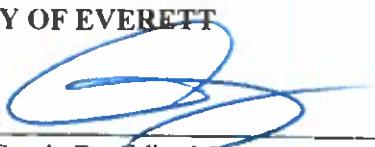
j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

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

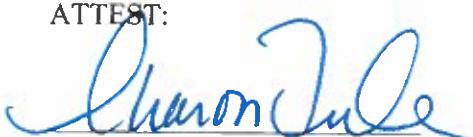
l. Recording/Posting of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

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

CITY OF EVERETT

By: 
 Cassie Franklin, Mayor

ATTEST:


 City Clerk

APPROVED AS TO FORM:

Office of the City Attorney
 APPROVED AS TO FORM
 David C. Hall, City Attorney

December 08, 2021

City Attorney

Date

SNOHOMISH COUNTY

By: 
 Snohomish County Executive

COUNCIL USE ONLY

Approved	2/2/2022
ECAF #	2021-1067
MOT/ORD	ORD. 21-105

APPROVED AS TO FORM:

Snohomish County
 Prosecuting Attorney

Date

EXHIBIT A

Legal Description of Downtown Everett Business Improvement Area

Beginning at the intersection of the centerline of Everett Avenue and the centerline of Broadway Avenue; thence southerly, along the centerline of Broadway Avenue to intersect the centerline of Pacific Avenue; thence westerly, along the centerline of Pacific Avenue to intersect the centerline of West Marine View Drive (formerly known as Norton Avenue); thence northerly, along the centerline of West Marine View Drive to intersect the centerline of Everett Avenue; thence easterly, along the centerline of Everett Avenue to intersect the southerly projected centerline of the alley in Block 613, Rucker's First Plat, according to the Plat thereof recorded in Volume 2 of Plats, page 101, records of Snohomish County, Washington; thence northerly, along said projected alley centerline and the centerline of said alley in Blocks 613 and 561, Rucker's First Plat, and continuing northerly along projected alley centerline of Block 561, Plat of the Monitor Addition to Everett according to the Plat thereof recorded in Volume 3 of Plats, page 49, records of Snohomish County, to intersect the centerline of 25th Street; thence easterly, along the centerline of 25th Street to intersect the northerly projected centerline of the alley in Block 562, Monitor Addition to Everett; thence southerly along said projected alley centerline, and continuing southerly along projected alley centerline in Block 562, Rucker's First Plat, to intersect the centerline of 26th Street; thence easterly along the centerline of 26th Street to intersect with the northerly projected centerline of the alley in Block 611 of said Rucker's First Plat; thence southerly, along said projected alley centerline and the centerline of said alley in Block 611 and its southerly projection to intersect the centerline of Everett Avenue; thence easterly, along the centerline of Everett Avenue to intersect the centerline of Broadway Avenue and said point of beginning. Situated in the City of Everett, County of Snohomish, State of Washington.