

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND EAST COUNTY PARK AND RECREATION DISTRICT FOR PHASE I OF MALTBY
SPORTS PARK PROJECT**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND EAST COUNTY PARK AND RECREATION DISTRICT FOR PHASE I OF THE MALTBY SPORTS PARK PROJECT (this “Agreement”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and East County Park and Recreation District, a special purpose district organized under chapter 36.69 RCW (“ECPRD”).

RECITALS

WHEREAS, ECPRD owns, manages, and maintains Maltby Community Park located at 20322 Broadway Ave in Snohomish, WA (the “Property”); and

WHEREAS, the Property has grass sports fields that ECPRD would like to convert to synthetic surfaces; and

WHEREAS, the County and ECPRD recognize the opportunity to expand and enhance the existing facilities to benefit the local community and citizens of Snohomish County; and

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

WHEREAS, the County desires to provide financial assistance to ECPRD in performing a feasibility study to convert the grass playing fields to synthetic turf.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Requirements of the Interlocal Cooperation Act

- 1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is to memorialize the terms by which the County will provide financial assistance to ECPRD in order to complete a feasibility study at the Property.
- 1.2 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 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 the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 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:

Rob Marchand, Senior Park Planner
Dept of Conservation and Natural
Resources
Parks and Recreation Division
6705 Puget Park Drive
Snohomish, WA 98296
425-388-6632
robert.marchand@snoco.org

ECPRD Initial Administrator:

Michael Duncan
ECPRD Commissioner
7431 64th St. SE
Snohomish, WA 98290
206.718.4633
michaeld@ecprd.us

Either party may change its Administrator at any time by delivering written notice pursuant to Section 10 of this Agreement of such party’s new Administrator to the other party.

2. Effectiveness and Duration:

2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County’s Interlocal Agreements website.

2.2 Duration. This Agreement shall remain in effect until December 31, 2026, unless earlier terminated pursuant to the provisions of Section 9 below.

3. ECPRD Responsibilities

3.1 Project Completion. ECPRD shall assume all responsibility for hiring a consultant to perform a feasibility study at the Property (the “Project”) as detailed in Attachment A. ECPRD will provide the County with the following:

- a. Monthly Project progress reports;
- b. Draft reports related to site assessment, schematic plans, and cost estimates of the Project;
- c. Copies of all materials produced by consultant for the Project.

3.2 Availability to County Residents. ECPRD shall make the Property available to all County residents.

3.3 Follow State and Federal Laws of Procurement. ECPRD will follow all applicable Federal, State, and local procurement laws for hiring a consultant to complete the Project.

4. Invoicing

4.1 Estimated Project Costs. The estimated Project costs are as described in Exhibit B. Total Project costs shall not exceed \$385,250.

4.2 Invoicing and Payment. Within 30 days of mutual execution of this Agreement, the County will provide ECPRD advanced funds in the amount of \$20,000 (the “advanced funds”). ECPRD shall use the advance funds for the initial costs associated with hiring a consultant and beginning work under this Agreement. ECPRD shall provide a detailed breakdown of the advance funds that were expended on this Project for County approval within 30 days of their complete expenditure. Thereafter, ECPRD shall submit monthly invoices to the County for all costs incurred in performance of the feasibility study. Invoices shall include supporting documentation and be sent to the County’s Administrator identified in Section 1.4 of this Agreement. Supporting documentation for expenditures shall include any consultant and subconsultant work performed and proof of payment for those expenditures. The County shall pay all submitted and approved invoices within 30 days of receipt.

Notice of any potential dispute regarding invoiced expenses shall be made in writing within the same time period. Payment by the County shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of final invoice, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

4.3 Final Invoice. Upon completion of the Project, ECPRD shall submit a final invoice to the County and backup documentation of the Project expenses paid to consultants or sub-consultants and proof of payment of those expenses.

5. Indemnification/Hold Harmless

5.1 To the maximum extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the County or its agents, representatives, or employees, ECPRD shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of any act or omission of ECPRD, its agents, representatives, employees, and invitees in connection with this Agreement. In addition, ECPRD shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of or in connection with its indemnification obligations hereunder and shall pay all defense expenses, including reasonable attorney’s fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of ECPRD, by mutual negotiation, expressly waives all immunity and limitation on liability, as

respects the County only, under any industrial insurance act or other employee benefit act of any jurisdiction.

5.2 Survival. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Insurance

ECPRD 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, the exercise of the rights and privileges granted by this Agreement, by ECPRD, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by ECPRD.

6.1 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.

6.2 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 ECPRD in connection with this Agreement.

6.3 Verification of Coverage. ECPRD shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidence.

6.4 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

7. 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.

8. Default, Remedies and Dispute Resolution

8.1 Default. If either party 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 thirty (30) 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 thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

8.2 **Remedies.** In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 8.1 above and completion of the dispute resolution described in the following section, the non-Defaulting party shall have the right to terminate this Agreement pursuant to Section 9.

8.3 **Dispute Resolution.** Disputes that are not resolved within five (5) working days by the County and ECPRD Administrators shall be processed as follows:

8.3.1 The dispute shall be referred by the County and ECPRD Administrators to senior management of each party on the fifth day. Within five (5) working days, each party shall designate one senior manager with authority to resolve the matter in dispute. Senior managers may jointly retain consulting engineers or other experts or facilitators to make recommendations to them. However, either party may independently retain consultants or experts.

8.3.2 If the respective senior managers cannot reach an agreement within five (5) working days of receiving a referral, they may initiate either: (i) a five (5) working day cooling-off period, or (ii) voluntary non-binding mediation by a mutually agreed-upon mediator. The parties intend that any mediation process or any cooling-off period followed by further negotiations be completed within thirty (30) working days of senior managers' receiving the referral.

8.3.3 If the parties choose to have the dispute mediated, a mediator shall be selected within five (5) working days from a pool of mediators who have mediated disputes involving similar issues in the past and who devote a significant portion of their practice to handling mediations or arbitrations, with preference for those who would be available within thirty (30) working days of senior management receiving the referral. If the parties cannot reach an agreement on the selection of the mediator within five (5) working days of senior management agreeing to have the dispute mediated, either party may apply to the Superior Court of Snohomish County to have the mediator appointed by a judge or commissioner of that court.

8.7. If the parties are still unable to resolve the dispute, either party may file a lawsuit in the Superior Court in Snohomish County and exercise any and all rights and remedies available to it in law or equity.

9. Termination

In the event of a Default, the non-Defaulting party may terminate this Agreement by providing 5 days' written notice stating the default and the notice of intent to terminate. If the Defaulting party is ECPRD, ECPRD shall reimburse the County all funds it has received from the County under the terms of this Agreement. If the Defaulting party is the County, ECPRD may

retain all money received from County under the terms of this Agreement, and the County shall pay any outstanding invoiced amounts up to the date of termination.

10. 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 outlined in Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

11. Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter contained herein.

11.2 Amendment. This Agreement may not be modified or amended in any manner except by a written document signed by both Parties.

11.3 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.

11.4 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 apply to all genders.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 No Third-Party Beneficiaries. This Agreement and every provision hereof are for the sole benefit of ECPRD and the County. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.

11.11 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 the same agreement.

11.12 Records. The Parties shall maintain all records pertaining to this agreement for a period not less than six (6) years from the final payment to ECPRD by the County or the date the Agreement is terminated, whichever is later. The ECPRD shall provide either a paper or electronic PDF copy of any final project documentation identified and requested by the County for ECPRD's Project. The Parties shall keep all records available for either public disclosure requests pursuant to RCW 42.56 (aka the Public Records Act) for inspection or audit by the State or County. Copies of all records, accounts, documents, or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts, along with supporting documentation, shall be retained by the Parties until all litigation, claim, or audit findings have been resolved, even though such litigation, claim, or audit may continue past the six-year retention period.

11.13 Limitations on Authority. The parties understand that this Agreement does not impose on them any obligation to exercise the authority or perform the functions of the other; and that neither party is relieved by this Agreement of any obligation or responsibility impressed upon it by law, except to the extent that actual and timely performance thereof is accomplished by the performance by both parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign.

“County”
SNOHOMISH COUNTY:

“ECPRD”
EAST COUNTY PARKS AND RECREATION DISTRICT:

By _____
County Executive

By _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Approved by Risk Management:

Risk Management Designee

EXHIBIT A

Scope of Work

Scope of Work: Feasibility Study for Conversion of Grass Sports Fields to Synthetic Turf Fields at Maltby Park, Snohomish, WA

Project Overview

ECPRD seeks to engage a qualified consulting firm to conduct a comprehensive feasibility study for converting existing grass sports fields to synthetic turf fields at Maltby Park, located in Snohomish, Washington. The study will evaluate the technical, environmental, financial, and operational aspects of the conversion to inform decision-making and future project planning. The consulting firm will be responsible for delivering a detailed report that addresses site suitability, costs, timelines, permitting, funding opportunities, and ongoing maintenance requirements specific to Maltby Park and an operations plan to support replacement of the field when needed.

Objectives

- Assess the feasibility of converting the existing grass Sports fields at Maltby Park to synthetic turf.
- Provide data-driven recommendations to support ECPRD's decision-making process.
- Identify potential challenges, costs, and requirements for project implementation at Maltby Park.
- Develop a roadmap for funding, permitting, and construction.

Timeline

- **Study Duration:** The feasibility study for Maltby Park shall be completed within 8 months from the notice to proceed.

FEASIBILITY STUDY DELIVERABLES:

1. Site and Environmental Assessment

A basemap of existing park and field conditions

- a. May include reviewing park history and background materials (previous master plans and studies), GIS data, and meeting with staff members knowledgeable about the maintenance, operations, condition, and use of the fields.

Schematic Plan: Site plan for field and park with proposed improvements to support the field renovation, potentially including parking needs, spectator seating, fencing, restrooms, storage facility, lighting, and other existing amenity renovation or support facilities.

b. Sub Consultant Scope

- Landscape Architecture / Sports Field Design
 - Conduct site visits and field assessments.
 - Evaluate turf types, field layout, lighting, and amenities.
 - Develop conceptual layout.

- ADA compliance, inclusivity recommendations
- Civil Engineering
 - Assess grading, drainage, and utility infrastructure.
 - Evaluate the feasibility of proposed improvements.
 - Provide input on permitting and code compliance.
- Environmental Consulting
 - Phase 1 Environmental Site Assessment.
 - Research environmental and regulatory databases for contaminants, violations, etc.
- Geotechnical Engineering
 - Perform soil investigations and subsurface analysis.
 - Advise on suitability for turf systems and drainage.

2. Stakeholder Meetings

Copies of minutes from meetings with ECPRD/County representatives, key stakeholders such as Northshore Soccer and Snohomish County, to identify site challenges, environmental constraints, desired improvements, and preferred future needs.

3. Grant and Funding Plan

A list of grants or outside Funding ECPRD provides to the project's budget

4. Construction Cost estimation:

Provide an estimate of the construction cost

Design fees to include construction administration fees

Permitting Fees

Include Tax Rate Determination and Contingency at 15%

Cost rate escalation per year and anticipated construction in 2028

5. Permit Matrix

Should include a cost estimate for the proposed plan, including all local, state, and federal grants and any mitigation requirements.

6. Construction Timeline and Project Schedule

Milestone Schedule and a Grant Chart Schedule.

7. Maintenance & Operations Plan

This report should include equipment, staffing recommendations, maintenance plan, periodic, and long-term replacement plan.

EXHIBIT B
Estimated Cost

The budget for work to be performed under the Agreement is three hundred eighty-five thousand two hundred fifty dollars (\$385,250.00). The County shall have no obligation to pay any invoice from the ECPRD that would cause the total payments made to the ECPRD by the County under this Agreement to exceed three hundred eighty-five thousand two hundred fifty dollars (\$385,250.00).

All costs for this Project must be documented based on the budget below. Funding can only be used for expenses related to the Project.

Contract Dollar Summary

Task	Description	Estimated Cost
1	PM/CM Services (OAC)	\$60,000
2	Phase 1 ESA / Site Assessment / SEPA	\$50,000
3	Title Search/Report	\$25,000
4	Survey	\$50,000
5	Geotechnical	\$50,000
6	Design Fees (Civil/Landscape)	\$100,000
7	Contingency (15%)	\$50,250
	Total	\$385,250

EXHIBIT C
Property Ownership/Premises

2025 REAL ESTATE TAX

 **BRIAN SULLIVAN**
Snohomish County Treasurer M/S #501
3000 Rockefeller Ave, Everett WA 98201-4046

PARCEL NUMBER
27052400202100

FIRST 4 LINES OF LEGAL DESCRIPTION:

SEC 24 TWP 27 RGE 05 SE1/4 SE1/4 NW1/4 TGW E 65FT OF S1/2 SW1/4 SE1/4 NW1/4 & TGW TH PTN NE1/4 SW1/4 DAF-BAAP 2113FT N & 2168FT E OF SW COR SD SEC SD POB BEING SW COR VAC BLK 9 OF PLAT OF TOWN OF YEW & TPB TH E 460FT M/L TO SE COR VAC BLK 10 OF SD PLAT TH N 530FT M/L TO N LN SD SW1/4 TH W ALG SD 1/4 SEC LN 460FT M/L TO E LN HOLLY ST IN SD PLAT TH S ALG SD E LN 530FT M/L TO POB & LESS PTN

PROPERTY ADDRESS:
20322 BROADWAY AVE SNOHOMISH WA

CURRENT YEAR TAXES & FEES		CURRENT YEAR BILLING INFORMATION	
		Voter Approved %	0.00%
		Amount	0.00
		Land	15,121,200
		Improvements	183,700
		Total Market Value	<u>15,304,900</u>
		Levy Code	03992
		Levy Rate	7.99680369
		Gross Tax	\$122,390.28
		- Exemptions	\$122,390.28
		+ Assessments	<u>\$2,589.94</u>
TOTAL TAX:	\$2,589.94	TOTAL TAX:	\$2,589.94
SUMMARY OF TOTAL AMOUNT DUE AS OF 04/2025			
YEAR	TAX	INTEREST/PENALTY/FEE	TOTAL
H2025	1,294.97		1,294.97
AMOUNT DUE			1,294.97

KEEP THIS PORTION

PARCEL NUMBER
27052400202100

BRIAN SULLIVAN
TREASURER
(425) 388-3366

SUMMARY OF TOTAL AMOUNT DUE AS OF 10/2025

YEAR	TAX	INTEREST/PENALTY/FEE	TOTAL
H2025	1,294.97		1,294.97
AMOUNT DUE			1,294.97

**DETACH AND REMIT THIS COUPON WITH 2ND PAYMENT IN
ENVELOPE PROVIDED - DUE OCTOBER 31ST**

Make checks payable to: SNOHOMISH COUNTY TREASURER
Mail to: 3000 Rockefeller Ave, M/S #501
Everett, WA 98201

PLEASE MAKE NAME AND ADDRESS CHANGES ON BACK

CURRENT YEAR SECOND HALF*
1,294.97

*Assumes 1st half was paid timely.

PROPERTY ADDRESS:
20322 BROADWAY AVE SNOHOMISH WA

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DO NOT WRITE BELOW THIS LINE ↓