

**DISTRIBUTION OF VESSEL REGISTRATION FEE AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT**

This Distribution of Vessel Registration Fee Agreement ("Agreement") is entered into by the Snohomish County, a political subdivision of the State of Washington ("County"), and the City of Everett, a municipal corporation of the State of Washington ("Everett").

WITNESSETH THAT:

Whereas pursuant to RCW 88.02.650, the Department of Licensing (DOL) collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what is collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

Whereas pursuant to WAC 352-65-050(2), the legislative authority of each county with an approved boating safety program is responsible for equitably distributing funds allocated by the state treasurer between local jurisdictions in compliance with the requirements of chapter 352-65 WAC; and

Whereas local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the county and receive and maintain state park's approval for their boating safety program; and

Whereas pursuant to WAC 352-65-050 the County must make the equitable distribution to all eligible jurisdictions within seventy-five days of the allocation from the state treasurer and notify state parks of the amount distributed to each eligible local jurisdiction; and

Whereas the County has an approved boating safety program; and

Whereas the County receives an annual allocation of vessel registration fees and anticipates receiving allocation of vessel registration fees in the future; and

Whereas Everett has received and will maintain state parks' approval for its boating safety program and is eligible to receive an equitable share of the vessel registration fees upon execution of a cooperative agreement with the County; and

Whereas the County and Everett desire to enter into a cooperative agreement,

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. Term. The term of this Agreement shall be for three years, commencing on March 1, 2022, and continuing through February 28, 2025.
2. County Obligations. The County agrees that within seventy-five (75) days of receiving an annual allocation from the state treasurer of vessel registration funds the County will deliver to Everett a treasurer's check equal to forty percent (40%) of the amount of the funds received. The parties agree that forty percent (40%) represents full payment of Everett's equitable share.

The parties agree that if the County does not receive an annual allocation from the state treasurer pursuant to RCW 88.02.650, this Agreement shall immediately terminate and the County shall have no further vessel registration fee distribution obligation to the City.

3. Everett Obligations.
 - a. Everett agrees to use the funds made available under this Agreement only for boating safety purposes as identified in WAC 352-65-040. Everett further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to supplant existing boating safety funding.
 - b. Everett certifies it will operate its boating safety programs throughout the term of this Agreement in compliance with the state's program requirements and will comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.
 - c. Everett agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by state parks.
4. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington. The parties stipulate that 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.
5. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
6. Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express prior written consent of the other party, which may be granted or withheld in such party's sole discretion.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior oral or written agreements between the parties regarding the subject matter contained herein. No changes or additions shall be made to this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

IN WITNESS WHEREOF the parties execute this Agreement this day of Feb. 2, 2022.

SNOHOMISH COUNTY



Klein, Kenneth
2022.02.02 10:29:16
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County Executive

CITY OF EVERETT



Mayor

RECOMMENDED FOR APPROVAL:

Sheriff

ATTEST:



City Clerk

APPROVED AS TO FORM:



Deputy Prosecuting Attorney *12 Feb 21*

APPROVED AS TO FORM:

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

City Attorney

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.01.03 10:05:58 -08'00'

County Risk Manager

COUNCIL USE ONLY

Approved 2/2/2022

ECAF # 2021-1129

MOT/ORD Motion 22-014