

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
CITY OF
MARYSVILLE FOR STRAWBERRY FIELDS ATHLETIC COMPLEX
IMPROVEMENTS**

This interlocal agreement between Snohomish County and the City of Marysville for Strawberry Fields Athletic Complex improvements (this “Agreement”), is made and entered into this 30th day of March, 2022, 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 General Policy Plan and 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 City of Marysville owns the Strawberry Fields Athletic Complex, which is in need of improvements and renovation; and

D. The County Council has determined that funding improvements and renovations at the Strawberry Fields Athletic Complex will increase recreational opportunities for Snohomish County residents; and

E. The City of Marysville has provided the following: a confirmation from the City indicating ownership interest in the property (Attachment A, incorporated herein by this reference) and Proof of Insurance (Attachment B, incorporated herein by this reference).

F. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept reimbursement from the County for the Project set forth in this Agreement.

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 for the City’s renovation and improvements to the Strawberry Fields Athletic Complex (the “Project”) located at 6100 152nd Street NE; Marysville, WA 98271 (the “Property”). A legal description of the Property is attached as Attachment A and by this reference incorporated herein.

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 (“Effective Date”). This Agreement shall remain in effect for twenty years after the Effective Date, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and 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 Department of
Recovery and Resilience
3000 Rockefeller Ave. MS 407
Everett, WA 98201
(425) 262-2991 phone
Kara.main-hestler@snoco.org

City’s Initial Administrator:

Tara Mizell, Director
City of Marysville Parks,
Culture and Recreation Dept.
6915 Armar Road
Marysville, WA 98270
(360) 363-8400 Phone
TMizell@marysvillewa.gov

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.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below. The total project cost is estimated at approximately \$1.7 million. The Strawberry Fields project was made possible by funds from the City's Growth Management Fund; State Interagency Committee for Outdoor Recreation (IAC); National Land, Water, and Conservation Fund; Pilchuck Soccer Alliance (named Marysville Youth Soccer Club at the time of construction); and HomeStreet Bank.

4.3 Project Deadline. On or before December 31, 2023, 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 Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project; and

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

4.6 Availability to County Residents. The City shall make the Property and its facilities available to all County residents on the same terms as to residents of the City for the duration of this Agreement.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2023, the City shall submit to the County quarterly invoices requesting reimbursement of eligible expenses for the Project, as set forth in Attachment C, attached hereto and by this reference incorporated herein. The invoice shall provide line-item detail for materials, labor and overhead together with reasonable documentation substantiating such expenses and additional documentation as requested by the County, including but not limited to documentation as to what amounts have been spent by the City, on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City the amount of an invoice within thirty (30) working days of receipt. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed One Million and no/100 Dollars (\$1,000,000.00).

5.3 No Overpayments. In the event the Project is completed for less than the combined total of reimbursable expenses and the City's Financial Commitment, the County shall remit to the City an amount of equal to the difference between the City's Financial Commitment and the total reimbursable expenses. In no case shall the City retain funds that it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City 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 City 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 City shall maintain adequate records to support billings. The records shall be maintained by the City 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 City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City 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 applicable law, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the City shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

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

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, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all construction and 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 acquisition or use of the Property and the execution of the Project contemplated by 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 City, and City, 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.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

8. Liability Related to City Ordinances, 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 ordinances, 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 ordinance, policy, rule or regulation is at 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, its agents, representatives, 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, \$2,000,000 aggregate 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 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City'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 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 [Intentionally Deleted].

12.2 [Intentionally Deleted].

12.3 Termination for Breach. In the event the City fails to complete the Project by December 31, 2023, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all funds previously provided by the County to the City 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 City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Public Records. 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.

15.14 Prevailing Wage. City shall comply with Washington State Prevailing Wage laws. Compliance with this section is material to this Agreement, any breach of this Section 15.14 is cause for County termination under Section 12.

15.15 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:

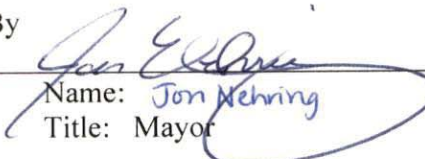
Snohomish County, a political subdivision of the State of Washington

By  Klein, Kenneth
2022.03.30
17:40:04 -07'00'


Name: Dave Somers
Title: Executive

CITY:

City of Marysville, a Washington municipal corporation

By 
Name: Jon Nehring
Title: Mayor

Attest/Authenticate

By 
Name: Genevieve Geddys
Title: Deputy City Clerk

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:


Office of the City Attorney

COUNCIL USE ONLY	
Approved	<u>3/30/2022</u>
ECAF #	<u>2022-0215</u>
MOT/ORD	<u>Motion 22-136</u>

REAL ESTATE EXCISE TAX
SALE PRICE 346,000
RECEIPT NO. 12973

RECORDED

Filed for Record at Request of: JUL 29 1996

GRANT K. WEED M-96-029
21 AVENUE A
SNOHOMISH, WA 98290

BOB DANTINI, Snohomish County Treasurer
By Boyer Deputy

96 JUL 26 PM 4:17

SNOHOMISH COUNTY WASH.
DEPUTY CLERK

9607260796

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

FIRST AMERICAN 32461-1

Official Document

STATUTORY WARRANTY DEED

THE GRANTOR, MARCO ASSOCIATES, a Joint Venture, for and in consideration of THREE HUNDRED FORTY SIX THOUSAND AND NO/100THS DOLLARS (\$346,000.00), in hand paid, conveys and warrants to CITY OF MARYSVILLE, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington:

Portions of the Northeast quarter of Section 34 and the Southeast quarter of Section 34, all in Township 31 North, Range 5 East, W.M., Snohomish County, Washington, described as follows:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34, Township 31 North, Range 5 East, W.M.; Thence West 1221 feet to the Point of Beginning; Thence continue West to West line of the Northeast quarter of said Section; Thence South to the Southwest corner of the Northwest quarter of the Southeast quarter; Thence East to a point 1521 feet West of East line of said Section; Thence North 1409 feet, more or less, to a point 1236 feet South of the North line of Southwest quarter of the Northeast quarter; Thence East 300 feet; Thence North 1221 feet to the Point of Beginning.

EXCEPT County roads;

EXCEPT following-described tract:

Beginning 15 feet South of the Southeast corner of the Northeast quarter of the Northeast quarter, Section 34, Township 31 North, Range 5 East, W.M.; Thence West 1221 feet to the Point of Beginning; Thence West 125 feet; Thence South 217 feet; Thence East 125 feet; Thence North 217 feet to said True Point of Beginning.

Situate in the County of Snohomish, State of Washington.

SUBJECT TO: Terms and conditions of instrument recorded September 26, 1938 under Auditor's file no. 633464.

AND SUBJECT TO: Terms and conditions of instrument recorded September 26, 1938, under Auditor's file no. 633474.

AND SUBJECT TO: Easement for pipeline, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 1695569 in favor of Olympic Pipe Line Company.

AND SUBJECT TO: Easement for pipeline, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 2258723 in favor of Olympic Pipe Line Company.

AND SUBJECT TO: Record of survey recorded at Auditor's file no. 7712220179.

AND SUBJECT TO: Easement for electric transmission line, and conditions contained therein, as granted or reserved in instrument recorded at Auditor's file no. 7802240323 in favor of Public Utility District No. 1 of Snohomish County, which instrument contains rights of access for purposes of

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

maintenance or repair and rights to cut or trim all brush or timber which constitutes a danger to said line.

DATED this 19th day of July, 1996.

MARCO ASSOCIATES, Seller

CITY ELECTRIC, INC., Partner

By [Signature]
GABRIEL J. MARIAN, Vice President

CITY ELECTRIC, INC. PROFIT SHARING TRUST
Partner

By [Signature]
RICHARD H. SWEEZEY, Trustee

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that GABRIEL J. MARIAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of CITY ELECTRIC, INC., the partner of MARCO ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of July, 1996.

CAROL C. SCHORPP
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 5/4/97

[Signature]
CAROL C. SCHORPP
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Monroe
My commission expires 5/4/97

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that RICHARD H. SWEEZEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of CITY ELECTRIC, INC., PROFIT SHARING TRUST, the partner of MARCO ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of July, 1996.

CAROL C. SCHORPP
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 5/4/97

[Signature]
CAROL C. SCHORPP
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Monroe
My commission expires 5/4/97

ACCEPTED July 18th 1996.

CITY OF MARYSVILLE, Grantee

By [Signature]
DAVID WEISER, Mayor

ics/mv/marco.close 7/16/96

9607260796

VOL. 3191 PAGE 0962



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Alliant Insurance Services, Inc.
INSURED: City of Marysville
CONTACT NAME: Jamie Arnoldi
PHONE: 949-627-7000
INSURER(S) AFFORDING COVERAGE: Safety National Casualty Corpo

COVERAGES CERTIFICATE NUMBER: 1951814254 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

APPROVED
By Snohomish County Risk Mngt (S.Barker) at 1:19 pm, Mar 02, 2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects Interlocal Agreement between Snohomish County and the City of Marysville for Strawberry Fields Athletic Center Improvements.

CERTIFICATE HOLDER: Office of Recovery and Resiliency, Snohomish County Executive Office
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.
Designated Project, Location, or Work of Covered Operations:
As per written contract or agreement with the above described person(s) or organization(s).

CHANGE

SECTION II - WHO IS AN INSURED is amended to include:

4. The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:
 - a. Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), location(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).
 - b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract: and,
 - (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.
 - c. **How Limits Apply to Additional Insured(s)**
The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
 - (1) The limits of insurance specified in the written contract or written agreement; or,
 - (2) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

d. Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2022

Policy No. GL 6676153

Endorsement No.

Insured WASHINGTON PUBLIC ENTITY GROUP (WAPEG)

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

Attachment C

Project Description—Strawberry Fields Athletic Complex

Strawberry Fields Athletic Complex is a 71.09-acre regional sports field facility provides a natural setting among open space, trails, and the Quil Ceda Creek system. The facility opened in 2005. Total cost for acquisition and development of the park was \$1.9 million in 2005.

The Strawberry Fields Enhancement Project, partially funded by Snohomish County, will include the following:

- Conversion of natural turf soccer field to synthetic turf on field #1 (\$1.1 Million)
- Other improvements to the bleachers, playground and trails (\$600,000.00)

The City may only receive reimbursement according to the following:

1. The City will be reimbursed by the County for eligible expenses incurred in executing the portion of the Project for conversion of field #1 from natural turf to synthetic turf, in an amount not to exceed the Contract Maximum of \$1,000,000.00.

Eligible expenses for which the City may request reimbursement:

1. Construction costs on field #1 including wages, maintenance, supplies and materials for conversion of natural turf soccer field to synthetic turf soccer field.
2. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the City seeks reimbursement.

PROJECT BUDGET		
ITEM	COUNTY	MARYSVILLE
1. Upgrade of Strawberry Fields Athletic Complex	\$1,000,000.00	\$700,000.00
Total	\$1,000,000.00	\$700,000.00