

Approved: 12/06/2023

Effective: 12/21/2023

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-122

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MONROE AND SNOHOMISH COUNTY FOR JOINT OPERATION OF THE
WINTER DOG PARK

WHEREAS, the City of Monroe (the “City”) operated a dog park at Wiggly Field; and

WHEREAS, during the winter Wiggly Field often floods resulting in the closure of the dog park; and

WHEREAS, Snohomish County (the “County”) owns real property commonly known as Evergreen State Fair Park (the “Fair Park”), located adjacent to the City along Highway 2; and

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

WHEREAS, the County and the City have negotiated the terms of an interlocal agreement, attached to this ordinance as Exhibit A; and

WHEREAS, the interlocal agreement attached to this ordinance as Exhibit A is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on December 6, 2023, to consider approving and authorizing the County Executive to sign the agreement attached as Exhibit A to this ordinance on the County’s behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council approves and authorizes the County Executive to execute the *Interlocal Agreement Between the City of Monroe and Snohomish County for Joint Operations of the Winter Dog Park* in the form attached hereto as Exhibit A. The County Council further authorizes the Director

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1 of the County's Conservation and Natural Resources Department to approve
2 amendments to this agreement on behalf of the County which do not obligate the
3 County monetarily or for which sufficient appropriations already exist and which
4 do not otherwise give rise to new or additional liabilities.

5
6 PASSED this 6th day of December, 2023.

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8
9 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

10
11 *M. Gennaro*
12 Deputy Clerk of the Council

Jared Mead
Council Chair

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14
15 (X) APPROVED

DATE: December 11, 2023

16
17 () EMERGENCY

18
19 () VETOED

Dave Somers
Dave Somers
County Executive

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22 ATTEST: *Melissa Geraghty*

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24 Approved as to form only:

25
26 *R. J. Bell* 09-19-2023
27 Deputy Prosecuting Attorney

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THE CITY OF MONROE AND SNOHOMISH COUNTY FOR THE JOINT
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EXHIBIT A
to
ORDINANCE NO. 23-122

INTERLOCAL AGREEMENT BETWEEN
CITY OF MONROE AND SNOHOMISH COUNTY FOR THE JOINT
OPERATION OF THE WINTER DOG PARK

[See Attached]

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MONROE AND SNOHOMISH COUNTY FOR JOINT OPERATION OF
THE WINTER DOG PARK**

This INTERLOCAL AGREEMENT FOR JOINT OPERATION OF THE WINTER DOG PARK (this "Agreement"), is made and entered into this 11th day of December, 2023, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MONROE, a Washington municipal corporation (the "City"), pursuant to Chapter 39.34 RCW.

RECITALS

A. The City operates a dog park at Wiggly Field. During the winter Wiggly Field often floods resulting in closure of the dog park. The County owns real property commonly known as Evergreen State Fair Park (the "Fair Park"), located adjacent to the City along Highway 2. The Fair Park property includes any and all buildings, structures, landscaping, driveways, private roadways, parking lots and other improvements now or hereafter constructed or located on or at the Fair Park.

B. The County Executive and the County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity.

C. Pursuant to this Agreement and Chapter 39.34 RCW, the Parties now wish to enter into an agreement that allows them to jointly operate a dog park at the Fair Park in the outdoor covered arena during the winter.

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 joint operation of a dog park at the Fair Park.

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 (the "Effective Date"). This Agreement shall remain in effect from October 9, 2023 to February 29, 2024, unless earlier terminated pursuant to the provisions of Section 15 below,

PROVIDED, HOWEVER, if requested by the City the term of this Agreement may be extended or renewed for up to five (5) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the City PROVIDED, FURTHER, that each party's obligations after December 31, 2023, 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 Underwood, Division Manager
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6640 phone
Kara.Underwood@snoco.org

City's Initial Administrator:

Ben Swanson, Planning and Capital
Manager
City of Monroe, Parks and
Recreation
806 West Main Street
Monroe, WA 98272
(360) 794-7400
Bswanson@monroewa.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. Responsibilities of the County.

4.1 Location. The County shall provide the building 606 covered judging arena at the Fair Park for the use of the winter dog park.

4.2 Access for Residents. The County shall make Building 606 available to all County residents for use as a dog park from October 9 to February 28 and/or 29 of each year of this Agreement. The County shall provide parking in the yellow lot and ensure that the green gate is opened and closed daily from dawn to dusk.

4.3 Utilities. The County shall pay all costs, charges and expenses for electrical service to the Fair Park.

4.4 Signage. The County shall provide A frames for dog park signage to be designed, produced and installed by the City as described in Section 5.3 below.

4.5 Trash. Except as provided in 5.1 below, the County shall, at its sole cost and expense, collect and dispose of trash and or litter located within the Fair Park

4.6 Enforcement. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County. The Fair Park is subject to Title 22 of the Snohomish County Code and all other rules and regulations adopted by the County. The County shall, at its sole cost and expense, enforce the Snohomish County Code, rules and regulations within the Fair Park and monitor the Fair Park for appropriate use.

5. Responsibilities of the City.

5.1 Trash Receptacles. The City shall provide trash receptacles.

5.2 Dog Waste Bag Dispenser. The City shall provide and maintain, at its sole cost and expense, the dog waste bag dispenser and provide bags.

5.3 Signage. The City shall maintain, at its sole cost and expense, the informational signs located at the Fair Park and all such signs shall recognize the County and the City as partners in the operation of the dog park and provide dog park information.

5.4 Volunteers. Without prejudice to the County's obligations under this Agreement, the City may, at its sole cost and expense and assuming all liability therefor, provide a volunteer group to assist the County in maintaining the dog park. Duties of such volunteer group may include, picking up dog waste, trash and filling in holes.

6. Joint Responsibilities.

6.1 Annual Meetings. The parties shall meet as needed and at least annually to exchange, review and discuss if the Agreement shall be extended, what will be the schedule for the following year and any adjustments to each party's responsibilities and obligations under this Agreement as well as to ensure that both parties are performing satisfactorily under this Agreement.

6.2 Media Outreach. The parties shall work together and coordinate all media outreach, requests for interviews, and media events relating to activities at the Fair Park.

6.3 Maintenance. Except as where otherwise provided in this Agreement, the County shall, at its sole cost and expense, keep and provide general maintenance of the dog park. "General maintenance" shall specifically include, but shall not be limited to, fencing repair, dragging the arena area, and repairs due to vandalism. Repairs above and beyond general maintenance shall be performed by the City. The County may enter the Fair Park at any time to inspect the dog park and the performance of the City; provided, that the County shall assume no duty or liability with respect to the dog park or its maintenance by reason of such inspection. The parties shall respectively perform all maintenance and repair in a good and workmanlike manner and in compliance with all applicable laws.

7. Alterations and Improvements Prohibited.

Unless otherwise approved by the County in writing, the City may not make additions, changes, alterations, or improvements to the Fair Park, or to any electrical, mechanical, or other systems or facilities located in or otherwise serving the Fair Park. Except as otherwise provided by this Agreement, and without prejudice to Section 6.3 above, the County shall have no obligation whatsoever to make any alterations or improvements to the Fair Park now or at any time in the future.

8. Independent Contractor.

Each party will perform all work associated with this Agreement as an independent contractor and not as an agent, employee, or servant of the other party. Each party shall be solely responsible for control, supervision, direction and discipline of its personnel and volunteers, who shall be employees and agents of that party and not the other party. The other party shall only have the right to ensure performance.

9. Indemnification/Hold Harmless.

Each party shall hold harmless, protect, indemnify, and defend the other party, its officers, employees, and agents from and against any and all claims, losses, liability or costs, including attorneys' fees, for injuries, sickness, or death of persons, or damage to property (collectively, "Claims") arising out of any negligent or wrongful act, error, or omission of the first party, its officers, agents, contractors, sub-contractors, employees, volunteers and assigns, in the performance of this Agreement, PROVIDED, that each party's obligation to indemnify, defend, and hold harmless shall not extend to Claims caused by or resulting from the negligence or wrongful act of the other party, PROVIDED FURTHER, that the City's obligations to the County under this Section 9 shall encompass Claims proximately caused by, arising from, or otherwise involving public users of the dog park and their animals, except to the extent that such Claims are caused by or result from the negligence or wrongful act of the County.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this subsection shall survive the expiration or termination of this Agreement.

10. Liability Related to Ordinances, Policies, Rules and Regulations.

In executing this Agreement, each party does not assume liability or responsibility for or in any way release the other party from any liability or responsibility which arises in whole or in part from the existence or effect of the other party's 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 ordinance, policy, rule or regulation is at issue, the other party shall defend the same at its sole expense and, if judgment is entered or damages are awarded

against the first party, the party, or both, the other party shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Reserved.

12. Insurance.

12.1 City's Insurance Obligation. Upon execution of this Agreement, the City, at its' own cost, shall have procured and will maintain for the duration of this Agreement, insurance as specified in Section 12.2 below, the Minimum Scope and Limits of Insurance. Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this Section 12 shall affect and/or alter the application of any other provision contained within this Agreement.

12.2 Minimum Scope and Limits of Insurance. The City shall maintain limits no less than:

- (a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1, unless otherwise approved by County Risk Management.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

12.3 Other Insurance Provisions and Requirements. The insurance coverage(s) required in this Agreement are to contain, or be endorsed to contain the following provisions:

- (a) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance, CG 20 26 or its equivalent is required.
- (b) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

12.4 Documentation of Insurance Requirements. The City shall furnish the County with

a self-insurance letter or certificates of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

12.5 Risk Pool Membership. The City's obligations under this Section 12 shall be deemed satisfied by the City's continuing membership in the Washington Cities Insurance Authority municipal risk pool. The City shall furnish the County with proof of such membership upon request.

13. 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.

14. Default and Remedies.

14.1 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.

14.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 14.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. Early Termination.

15.1 180 Days' Notice. Except as provided in Sections 15.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than one hundred eighty (180) days advance written notice to the other party, PROVIDED, HOWEVER, that the County may terminate this Agreement immediately if, in the County's sole discretion, immediate termination is necessary to protect the public health, safety or welfare. A termination notice given under this Section 15.1 shall specify the date on which the Agreement shall terminate.

15.2 Termination for Breach. In the event that either party commits a Default as described in Section 14, the other party may terminate this Agreement immediately by delivering written notice to the Defaulting Party.

16. 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.

17. Miscellaneous.

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 No Assignment. This Agreement shall not be assigned, either in whole or in part, by the City without the express written consent of the County, which may be granted or withheld at the County'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.

17.6 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.

17.7 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.8 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.

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

17.10 Filing/Posting. A copy of this Agreement shall be posted on the County website and/or listed by subject on the City's website.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Monroe, a Washington municipal corporation

By Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.12.08 11:23:40 -08'00'
Name: Dave Somers
Title: Executive
Lacey Harper
Executive Director

By  Digitally signed by Geoffrey Thomas
Date: 2023.09.25 21:08 PDT
Name: Geoffrey Thomas
Title: Mayor

Approved as to Form:

Approved as to Form:

Rebecca J. Guadamud Digitally signed by Rebecca J. Guadamud
Date: 2023.09.19 08:54:38 -07'00'
Deputy Prosecuting Attorney

 Digitally signed by Zach Lell
Date: 2023.09.25 13:13 PDT
City Attorney

COUNCIL USE ONLY	
Approved	<u>12/6/2023</u>
ECAF #	<u>2023-1176</u>
MOT/ORD	<u>Ordinance 23-122</u>