SUCCESSOR INTERLOCAL AGREEMENT BETWEEN THE PORT OF EVERETT, SNOHOMISH COUNTY, AND THE CITY OF EVERETT REGARDING COST SHARING FOR JETTY LANDING RESTROOM CAPITAL IMPROVEMENTS

SECTION 1. PARTIES

This Successor Interlocal Agreement (hereinafter the "Interlocal Agreement") is entered into this 16th day of November 2021, by and between the Port of Everett, a municipal corporation, hereinafter referred to as "Port," Snohomish County, a charter county hereinafter referred to as "County," and the City of Everett, a first-class charter city, hereinafter referred to as "City." The Port, the County and the City may collectively be referred to herein as the "Parties."

SECTION 2. RECITALS

WHEREAS, it is in the public's interest for these Parties, as public entities, whenever possible and practicable, to share facilities and resources; and

WHEREAS, Jetty Landing facilities are owned in common by the Port, the County, and the City for the benefit of the citizens of all three entities as well as the general public, see **Exhibit A**; and,

WHEREAS, on September 19, 2019, the Port, County, and the City formalized their coordination of the Jetty Landing replacement restroom facilities by entering into the Interlocal Agreement Between The Port Of Everett, Snohomish County And The City Of Everett Regarding Cost Sharing For Jetty Landing Restroom Capital Improvements (the "First Interlocal Agreement"); and

WHEREAS, the property deed explicitly states the property shall ensure the right of continuous public recreational purposes; and

WHEREAS, in the First Interlocal Agreement, the Parties agreed that the Port would be the lead agency in administering the grant, applying for permits, managing the project, and working with and communicating on a regular basis with Snohomish County's and the City of Everett's designated points of contact.

WHEREAS, the Port applied for and has been approved to receive the Washington State Recreation and Conservation Office (RCO Project #18-2524) Jetty Landing Restroom Development grant under the local Boating Facilities Program to construct a new restroom facility located at 10th Street and Jetty Landing Park, as shown on the Grant application which is attached as **Exhibit B** and incorporated herein (the "Grant"); and

WHEREAS, the State grant program requires sponsors to provide a 25% minimum match and whereas the Port, the City and the County agreed to share the match in excess of 25% of the estimated projects cost as is calculated in the Grant application; and

WHEREAS, the initial dollar value of the grant match was based on the conceptual-level project estimate included in the grant application which was calculated to be \$198,063 of the total \$782,563 project cost estimate as specified in the Grant application; and

WHEREAS, after bidding the Jetty Landing Restroom Capital Project, the actual Project cost increased to \$1,140,000.00 and that amount exceeded the Parties' respective basic financial commitments plus contingency. As a result, the First Interlocal Agreement automatically terminated according to its terms; and

WHEREAS, The Parties believe it is in the best interest of the public, their respective constituents and public recreation to continue with the Jetty Landing Restroom project. As a result, they have agreed to cover the Project construction cost increase in allocated shares as set forth in this Interlocal Agreement. The total grant match by the Port, the County and the City has increased to \$555,500; and

WHEREAS, pursuant to the powers accorded to the Port, the County, and the City pursuant to Chapter 39.34 RCW, the Parties possess the authority and also have the desire to execute an intergovernmental cooperation agreement for this purpose:

NOW, THEREFORE, in consideration of the mutual benefits of this Successor Interlocal Agreement, the Parties agree as follows:

SECTION 3. TERMS AND CONDITIONS

- 3.1 Subject to the provisions of this Interlocal Agreement, the Port, the County, and the City each, respectively, hereby authorize this Interlocal Agreement and commit their own agency to pay an allocation of the costs and expenses for the Jetty Landing Restroom Capital Project (the "Project") as set forth herein. The City shall pay a fixed amount of \$118.191.00 as its share and the County shall pay a fixed amount of \$170,191.00 as its share, both of which shall be paid after Project completion within thirty (30) days after receiving an invoice from the Port, supported by a complete accounting of Project expenses. As the Port's allocation, the Port shall pay all costs of the Project including, without limitation, all costs arising from change orders and contractor claims, that exceed \$872,691.00 (\$584,500.00 grant amount + \$118,191.00 (City amount) + \$170,191.00 (County amount).
 - 3.1.1 The Port will execute the Project as set forth in this Interlocal Agreement and in accordance with all applicable laws, with the City and County each reimbursing the Port their shares for Project expenses, net of Grant reimbursements, so that the Port, City, and County each share Project expenses in accordance with this Interlocal Agreement.
 - 3.1.2 Any work product generated from and paid for with funds allocated for this Project will become the property of the Parties in their most native and/or useable form.
- 3.2 The Port will execute the Project on a schedule required by the Grant.

- 3.3 Expenses for the Project may include all those elements included in the Grant application's project description as substantially listed in **Exhibit B**, which includes the Port's administrative management of the Project.
- 3.4 The Project benefits are described in the Grant application, **Exhibit A**, Development Metrics Outcomes and Benefits.
- 3.5 The Parties agree as follows regarding Project changes:
- 3.5.1 Project design must be within the scope of the Project as described in the Grant application. Any change of the Project design beyond such scope requires the prior written approval of all Parties, which approval may be withheld in each Party's sole discretion. A Party's failure to respond to a request for such a design change within the timeline specified is deemed disapproval. Unforeseen circumstances shall not constitute a design change under this Section.
- 3.5.2 If or when the cumulative total of change orders to the Project construction contract exceeds ten percent (10%) of the original contract amount, all subsequent change orders must be pre-approved by all Parties. This approval may not be unreasonably withheld, conditioned, or delayed. Requests for change order approval must be in writing and contain a copy of the proposed change order. Failure of a Party to respond to a written change order approval request within 10 days is deemed approval by the non-responding Party. Among the other instances in which it may be reasonable for a Party to disapprove a change order, it is agreed that it is reasonable for a Party to disapprove a change order that expands the Project construction beyond the scope of the Project as described in the Grant application.
- 3.5.3 Regardless of Section 3.1 above, a Party is not responsible for Project costs arising from Project changes it disapproves in accordance with this Section 3.5.

3.5.4 Each Party's Point of Contact:

Port of Everett

Jetty Landing Restroom Development Project Manager

Name: Brandon Whitaker

Title: Project Manager – Marina District

Address: PO Box 538

City: Everett, WA 98206-0538

Phone: 425.388.0613

Email: bwhitaker@portofeverett.com

Snohomish County

Name: Tom Teigen

Title: Parks, Recreation and Tourism Department Director

Address: 6705 Puget Park Drive City: Snohomish, WA 98296

Phone: 425.388.6600

Email: tom.teigen@co.snohomish.wa.us

City of Everett

Name: Bob Leonard

Title: Director of Parks and Facilities Address: 802 E. Mukilteo Boulevard

City: Everett, WA 98203 Phone: 425.257.8335

Email: bleonard@everettwa.gov

SECTION 4. INDEMNIFICATION

- 4.1 Each party agrees to and shall defend, indemnify, and hold harmless each respective party, its officials, officers, agents, and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions, or performance under this Interlocal Agreement. Each party's obligations herein shall be limited to the extent of the liability attributable to said party.
- 4.2 This section shall survive termination of this Interlocal Agreement.

SECTION 5. INSURANCE

5.1 Each party agrees to maintain liability insurance or self-insurance to cover claims, losses, damages, judgments, or liabilities arising from their own acts, omissions, or performance under this Interlocal Agreement or those of its officials, officers, agents, and employees. The Port will require that the City and County be named as additional insureds on all liability insurance policies required to be maintained by Project contractor(s) under the Project construction contract(s).

SECTION 6. TERMINATION

6.1 This Interlocal Agreement may not be terminated by any Party. If the Grant is funded and the Port enters into a grant contract for this Project, this Interlocal Agreement is valid for the duration of the use of the Grant funded facilities constructed as required by the grant contract and regulations related thereto.

SECTION 7. GENERAL INTERLOCAL AGREEMENT PROVISIONS

- 7.1 The Parties will not form a separate entity to carry out the purposes of the Interlocal Agreement. The Port shall be the administrator of the interlocal cooperative undertaking with authority, including but not limited to, undertaking Project planning, design, engineering, permitting, construction and ongoing maintenance and stewardship activities for the Project. The Port shall periodically report to the County and the City on mutually acceptable intervals and provide reasonable documentation so that the County and the City are informed. The Port will also respond to inquiries made by the County and/or the City about the interlocal cooperative undertaking.
- 7.2 Property that is acquired as a result of the Interlocal Agreement will be held in the name of all three Parties unless it is determined and agreed by all three Parties that it should be held in the

name of one or two of the Parties. If property is disposed of, it will be accomplished consistent with the grant contract or grant regulations or the agreement of the Parties.

SECTION 8. DISPUTE RESOLUTION

8.1 In the event of any dispute or difference arising by reason of this Interlocal Agreement or provision or term thereof or the use of and/or payment for any facility or resource for the purpose of this Interlocal Agreement, the dispute or difference shall be resolved jointly by the City Mayor, the County Executive, and the Port Executive Director, or their respective designee(s). Such decision shall be arrived at as expeditiously as possible. In the event it is not resolved after the Parties have discussed the issues and attempted to resolve the matters for a period of twenty (20) days, then any party may commence a lawsuit in Snohomish County Superior Court.

SECTION 9. THIRD PARTY BENEFICIARIES

9.1 There are not third-party beneficiaries to this Interlocal Agreement, and this Interlocal Agreement shall not be interpreted to create such rights.

SECTION 10. INTEGRATED AGREEMENT/AMENDMENT

10.1 This Interlocal Agreement constitutes the entire agreement of the Parties and may be amended at any time in writing by mutual agreement.

SECTION 11. GENERAL PROVISIONS

- 11.1 This Interlocal Agreement shall be effective upon the last of the authorized signatures of the Parties' representatives.
- 11.2 Notice of this Interlocal Agreement shall be provided as required by RCW 39.34.040.

PORT OF EVERETT

Title: CEO/Executive Director Date: November 16, 2021

Approved as to form:

Bradford Nignes Crattle 024240120002

Port Attorney

By: CASSCE FRANKLIN Title: MATON Date: 12/30, 2021	
Approved as to form:	Attest:
Office of the City Attorney APPROVED AS TO FORM David C. Hall, City Attorney	
City Attorney	City Clerk
SNOHOMISH COUNTY:	
By:	
Title:	
Date:, 2021	
Approved as to form:	
/s/ Sean Reay, DPA 1/11/22	
Deputy Prosecuting Attorney	

COUNCIL USE ONLY		
Approved	2/16/2022	
ECAF#	2022-0061	
MOT/ORD	Motion 22-033	

Exhibit A: Grant Application



EXHIBITS "A" and "B" TO ILA Project Application Repo

Project #18-2524, Jetty Landing Restroom Development

Current Status: Application Submitted

Project Details

rimary Sponsor: Port of Everett

Primary Contact: Nancy Overton

(425) 388-0607

nancyo@portofeverett.com ·

unding Program: Boating Facilities - Local

Project Type: Development

Project Description

The Port of Everett will use this grant to construct a new restroom facility at Jetty Landing Park and Boat Launch, located at the end of 10 th Street. Grant funds will be used or permitting, design, and development of the new restroom facility as well as demolition of the existing restroom. The new restroom will be a CXT style prefab concrete acility approximately 40'x 26' in size. Additional scope elements will include landscaping, sidewalks, improved ADA access, two new entrance signs and the installation of security lighting. The primary recreation opportunity provided by the project will be improved and updated support facilities for recreational boaters. The current restroom building was built in 1982 with IAC BFP grant funding assistance to serve the boat launch and adjacent park, which includes picnic facilities, guest docks, and a public fishir pier. At the time, the boat launch consisted of only 6 launch lanes. Today the outdated and undersized restroom continues to serve the park and boat launch which now consists of 13 lanes and is the largest public boat launch in western Washington. The restroom building serves more than 50,000 people annually.

Funding 9/ Min Match Dequired Changer Match Course

Project Overall Metrics (Outcomes, Benefits)

Category / Work Type / Metric

Application Answer

Sites Improved

Project acres developed

0.12

Project acres renovated

0.12

Completion Date

Projected date of completion

12/31/2021

Project Funding

Funding Request		Funding %	Min Match Require	d Sponsor Match Source	
Boating Facilities - Local (FY2020)	\$584,500	74.69 %		Appropriation \ Cash	\$198,063
Sponsor Match	\$198,063	25.31 %	25%		
Total Project Funding	\$782,563	100.00 %			
Project Cost Summary		Project %	Admin/A&E %	Maximum for Selected Progr	am
DEVELOPMENT COSTS				\$1,000,0	000
Development	\$719,588				
A&E	\$62,975		8.75 %	\$143,918 (20%)	
Subtotal	\$782,563	100.00 %			
Total Cost Estimate	\$782,563	100.00 %			

Worksites and Properties

General Area: Jetty Landing, Port of

Everett

County: Snohomish

Legislative Districts 2012: 38

Congressional Districts 2012: 02

Sections: 18

Township: T29NR05E

Coordinates: 48.00408646

-122,22089740

Worksite #1: Jetty Landing

Coordinates from Mapped Point:

Latitude: 48.00408646

Longitude: -122.22089740

Coordinates from Worksite Directions:

Latitude:

Longitude:

Norksite Description: The project will replace an existing restroom building located on the east side of a public park, to the south of the launch lanes. Activities include lemolition, construction and utility work.

Norksite Address:

320 10th Street Everett, WA 98201

Acres surveyed for cultural resources

Permits

Development Metrics (Outcomes, Benefits)

Development Metrics (Outcomes, Benefits)		
Category / Work Type / Metric	Application Answer	Work Type Cost
Buildings and Structures		
Construct / install restroom		
Total cost for Construct / install restroom		\$500,780.C
Number of restrooms	12 new, 0 renovated	
Select the restroom type	Restroom	
Provide the square feet of each restroom	(2) family style @ 100 sf each (2) ADA stalls @ 60 sf each (8) stalls @ 18 sf each (2) urinals	
General Site Improvements		
Develop circulation paths or access routes		
Total cost for development of circulation paths or access routes		\$59,850.C
Enter length of circulation paths and routes by surface type - As	36	
Minimum width of the circulation paths or access routes Lighting provided (yes/no)	Yes	
Install lighting (general security)	163	
Total cost for Install lighting (general security)		\$12,067.C
Number of general security lights installed	2	
Install signs/kiosk		
Total cost for Install signs/kiosk		\$6,033.C
Number of kiosks	0 new, 0 renovated	
Number of interpretive signs/displays	0 new, 0 renovated	
Number of permanent entrance signs	2 new, 0 renovated	
Project involves installation of informational signs (yes/no) Install site furnishings	Yes	
Total cost for Install site furnishings		\$3,620.C
Select the site furniture / amenities	Benches, Recycling/Trash receptacles	
Landscaping improvements		\$24,134.0
Total cost for Landscaping improvements Acres of landscaped area	0.04	\$24,134.0
Select the landscape features	Groundcover, Irrigation, Native vegetation, Trees/shrubs	
Cita Brancustian		
Site Preparation General site preparation		
Total cost for General site preparation		\$80,970.0
Acres of site preparation	0.12	Q00,010.0
Buildings / structures to be demolished	Restroom - 37 years	
Select the site preparation activities	Demolition, General site prep activities, Mobilization, Surveying, Traffic control	
Utilities		
Install communication utilities		00.047.0
Total cost for Install communication utilities	Discourant Minister Control	\$3,017.0
Select the communication utilities	Phone, Wireless internet	
Install power utilities		\$12,067.C
Total cost for Install power utilities Select the power utilities	General service connection, Relocate/bury power utility	Ψ12,007.0
Install sewage system	General service connection, reclocaterally power dutity	
Total cost for Install sewage system		\$3,620.0
Number of dump stations	0 new, 0 renovated	
Select the sewer utilities	Sewer connection	
Install stormwater system		
Total cost for Install stormwater system		\$2,413.0
Select the stormwater utilities	Catch basins, Stormwater line	
Install water system		
Total cost for Install water system		\$3,017.C
Select the water utilities	Water meter, Water service connection	
Cultural Resources		
Cultural resources		
Total cost for Cultural resources		\$2,500.C
Acres surveyed for cultural resources	0.12	

0.12

Architectural & Engineering
Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)

\$62,975.C

Development Questions

1 of 7 Is the worksite(s) located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area and specify if the land is owned by local, state or federal government.

Yes, The building is located within the Jetty Landing Boat Launch area, adjacent to the Jetty Landing Park, in Everett. The property is owned jointly by the Port of Everett, the City of Everett, and Snohomish County.

2 of 7 Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.

The property was originally acquired with grant funding from the RCO (IAC) under the Boating Facilities Program (Agreement #72-068) and local funding from the Port, the City, and the County.

- 3 of 7 Cultural Resources: Has the worksite been investigated for historical, archeological, or cultural resources? If yes, when did this occur and wha agencies and tribes were consulted? Attach related documents (letters, surveys, agreements, etc.) to your project in PRISM.
- 4 of 7 Describe existing worksite site conditions. The answer to this question will be used in cultural resource consultation so please provide detailed information.

The original site consisted of tidelands, which were filled in to provide an upland area for the parking lot, restroom building, and park.

5 of 7 Cultural Resources: Describe any proposed ground disturbing activities that will take place as part of your project. This includes work conducted by hand or mechanized tools. Provide specific information including length, width, and depth of the ground disturbance. Ground disturbing work includes all restoration activities, geotech, fencing, demolition, etc. Avoid subjective phrases such as "ground disturbing activities will be minor".

Ground disturbing activities will include building demolition, foundation work, and possible utility trenching. The details of the ground disturbing activities are no yet available.

6 of 7 Give street address for this worksite if available.

620 10th Street, Everett, WA 98201

7 of 7 Cultural Resources: Are there any structures existing on the property (including tidegates, dikes, residential structures, bridges, rail grades, etc.)? If so, please list all existing structures. Indicate if any of these structures will be altered or demolished as a result of the project, and provide the following for each structure that could be altered or demolished: identifying name, year constructed, year(s) remodeled/renovated. Attach at least one photo of each altered structure.

Yes, The existing restroom building will be demolished. This building was built in 1982.

Property for Jetty Landing Worksite #1: Jetty Landing

Activity: Development

Landowner Control and Tenure

Port of Everett Instrument Type: Sponsor owned property (deed)

PO Box 538 Purchase Type:
Everett, WA 98206-0538 Purchase Type:
Term Length: Perpetuity

Expiration Date:

Landowner Type: Local Government Note:

Overall Project Questions

1 of 18 Does the project site or project boundary lie within the urban growth area boundary of a city or town with a population of 5,000 or more? If yes, name the community and attach one map called Population Proximity Map under the Attachment Tab in PRISM.

Yes. Within the City of Everett.

2 of 18 Describe any ground disturbing work that will be necessary as part of the design process, such as geotech work. Include anticipated number of test sites, depth of disturbance, location, etc.
Out to be included in the form design process.

Geotechnical investigation for foundation design.

3 of 18 When will the project be completed and made available to the public for outdoor recreation uses? Please note that funding may not be awarded for about one year from application submittal and it may take one or more years for you to complete the project.

December 2021

- 4 of 18 Describe any required mitigation as a result of the action in this proposal. Will mitigation occur on this site or another location?

 None
- 5 of 18 Are overhead utility lines present at the site, and if so explain how they will be relocated or buried.
- 6 of 18 Will this proposal create a new public park/recreation area where none presently exists? If yes, what will the area be named?

No

site while also providing the ability to control expenses for maintenance and operation during the off-peak season.

- 8 of 18 How does this proposal implement goals in your agency's planning document and/or the Statewide Comprehensive Plan (include references)

 This project implements Goal #2 in the Port's Boating Access & Public Facilities Plan by maintaining publicly accessible properties as high quality facilities the provide quality public access to the waterfront and boating recreation facilities.
- 9 of 18 Is this project scope part of a larger effort not reflected in the project application? If so, briefly describe the larger effort, funding amount(s) and source(s).

This project is the first in a series of projects to update and renovate the aging boat launch facility.

- 10 of 18 Describe the nature of any existing rights-of-way, easements, reversionary interests, etc. to the project area.
- 11 of 18 Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. (www.dnr.wa.gov/Publications/aqr_land_manager_map.pdf)
- 12 of 18 Does your project address or accommodate the anticipated effects of climate change? If yes or maybe, please describe how. Maybe, Any possible effects of climate change will be assessed during the design stage of the project.
- 13 of 18 When this project is completed, what are the projected economic benefits to the community or region? Consider factors such as employment, tourism, environmental improvements, property values, tax revenues, and benefits to human health and wellness. The economic benefits may be realized by government, private businesses, or the general public. Reference existing studies or data. (750 characters max)

 The current facility doesn't have the capacity to handle the surge of boaters that visit the site. Many of the more than 31,000 small boats launching annually at this facility do not have on-board toilet facilities, so this restroom is heavily utilized by the boating public. The boating industry is an important economic contributor to this region.
- 14 of 18 Who will be responsible for administration, design, and/or implementation of this project (i.e. in-house staff, paid consultants, contractors, volunteers, other agency staff, etc.)? Explain.
 In house staff of the Port, outside consultants, and competitively selected contractors.
- 15 of 18 Do you plan to restrict or limit general public availability or use of the site in any way? If yes, describe the type of restriction, the portion of the

project area that will be restricted (an illustrative map may be requested), and the reason(s) the public will be restricted.

Yes, The design of this facility allows for restricting the number of open restrooms during the off-peak season, reducing the maintenance costs of the facility.

16 of 18 Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

No

- 17 of 18 Does this application contain elements required for mitigation for other project(s)? If yes, explain:
- 18 of 18 Is this project a subsequent phase to a previously funded RCFB project? If yes, please identify the grant project number(s) if known.

 Yes, From the beginning, the purchase and development of the boat launch has been aided by the generous grant funding of the IAC/RCO's Boating Facilities Program. The following project agreements have provided funding within this area: 72-068, 75-041, 78-038, and 80-048.

Project Permits

Applied Received Expiration
Permit Type Date Date Permit Number

Archeological & Cultural Resoures (EO 05-05)
Building Permit
SEPA
Shoreline Permit

Permit Questions

1 of 1 Will this project require a federal permit? If this project requires a federal permit, will the scope of that permit cover ALL proposed ground disturbing activities included in this project? You may need to request a pre-application meeting with the permitting agency to answer this question.

No

Project Attachments

Attachment Type	Title	Attach Date
Applicant Resolution/Authorizations	Resolution No. 1115 (2018).pdf.pdf	01/08/2019
Application Review Report	Application Review Report, 18-2524D(rtnd 12/19/18 11:58:42).pdf	12/19/2018
Control & Tenure Documentation	Control & Tenure.pdf	10/31/2018
Evaluation: Project presentation - Tech Review	2018.11.14 PowerPoint Presentation.ppt.ppt	11/07/2018

Map: Service area	Population Proximity Map.pdf	11/07/2018
Photo	Jetty Landing Bathroom NE Side.jpg.jpg	11/07/2018
Photo	Jetty Landing Bathroom North Side (1).jpg.jpg	11/07/2018
Photo	Jetty Landing Bathroom South Side.jpg.jpg	11/07/2018
Project Application Report	Application Report, 18-2524D (submitted 01/14/19 16:04:15).pdf	01/14/2019
Project Application Report	Application Report, 18-2524D (submitted 11/07/18 15:53:35).pdf	11/07/2018
Project Support / Concern Documents	Letters of Suport.pdf.pdf	01/14/2019
Site Plan: Development site plan	2019-01-11_JettyRestrmConcptlSitePIn.pdf.pdf	01/14/2019

Application Status

Application Due Date: 11/07/2018

StatusStatus DateNameApplication Submitted01/14/2019Nancy OvertonApplication Returned12/19/2018Dan HawsApplication Submitted11/07/2018Nancy Overton

Preapplication 09/28/2018

Notes

Thank you Dan for all your help.

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Nancy Overton, 01/14/2019)

Date of last change: 01/14/20

