

## INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARKING EXPANSION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARKING EXPANSION (this “Agreement”), is made and entered into this 3rd day of November 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Sultan, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to **Chapter 39.34 RCW**.

### RECITALS

**A.** The County Council has determined that it is in the public interest of County residents to participate in joint undertakings with local municipalities to increase economic development opportunities and facility capacity; and

**B.** The City owns a parking area in downtown Sultan that is in need of expansion and renovation; and

**C.** The City has proposed to the County a parking expansion project that will add 11 parking spaces in downtown Sultan (“the Project”). Snohomish County has agreed to provide **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** of General funds (the “Funds”) in support of the Project; and

**D.** The City has provided the following: confirmation from the City indicating ownership interest in the property (**Attachment A**, incorporated herein by this reference); Proof of Insurance (**Attachment B**, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (**Attachment C**, incorporated herein by this reference); and a description of the Project (**Attachment D**, incorporated herein by this reference); and

**E.** Pursuant to this Agreement and **Chapter 39.34 RCW**, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

### 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 the funds to the **City’s Project located at Parcel # 00588800601201, City of Sultan** (the “Property”). Planned enhancements include complete addition of 11 parking spaces in downtown Sultan. A legal description of the Property is attached as **Attachment A** and by 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. This Agreement shall remain in effect through **December 31, 2023**, unless earlier terminated pursuant to the provisions of **Section 12** below, PROVIDED HOWEVER, that each party’s obligations 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 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-hester@snoco.org

City’s Initial Administrator:

Nate Morgan, Public Works Director  
City of Sultan  
PO Box 1199  
Sultan, Washington 98294  
(360) 793-2262  
nate.morgan@ci.sultan.wa.us

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 certifies to the County that the City owns the real property or easements 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 has monies sufficient to complete the Project by the Project deadline identified in **Section 4.3** below (the “City’s Financial Commitment”). The total Project cost is estimated at approximately \$35,000

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

4.4.2 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project whether paid or unpaid.

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 Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

## 5. Invoicing and Payment.

5.1 Invoicing. Prior to **December 31, 2023**, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line-item detail for materials, labor and overhead and include any documentation 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 **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which 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 County 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 liability for damage, loss, costs and expense arising out of the activities under this Agreement and all 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 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/Town, 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, and employees/subcontractors. The cost of such insurance shall be paid by the City.

By requiring the minimum insurance coverage set forth in this **Section 9**, 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.

### 9.1 Minimum Scope and Limits of Insurance.

9.1.1 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, including Products and Completed Operations.

9.1.2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

9.1.3 Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

9.1.4 Employers' Liability or "Stop Gap" coverage: \$1,000,000.

### 9.2 Other Insurance Provisions.

9.2.1 Coverage shall be written on an "Occurrence" form.

9.2.2 The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City, in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured

Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

9.2.3 The Recipient'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.

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 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 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**.

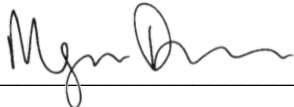
15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*(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**

  
Name: Megan Dunn  
Title: Council Chair

**DISTRICT:**


**City of Sultan, a Washington Municipal Corporation**

DocuSigned by:  
  
76379EAB08164E6...  
Name: Russell Wiita  
Title: Mayor

**Approved as to insurance and indemnification provisions:**

Digitally signed by Barker, Sheila  
Date: 2022.11.21 12:05:55  
08:00'  
**Barker, Sheila**  
Risk Management

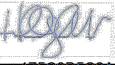
**Attest/Authenticate**

DocuSigned by:  
  
95FC34C461FC42E...  
Name: Tami Pevey  
Title: City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney


**Approved as to Form:**

DocuSigned by:  
  
175C9B5C2AF1482...  
Hillary J. Evans, City Attorney

**COUNCIL USE ONLY**  
Approved 12/14/2022  
ECAF # 2022-1218  
MOT/ORD Motion 22-507

## Attachment A

### City Ownership Interest in the Property

 <span style="font-size: small;">Online Government Information &amp; Services</span>					
<a href="#">Home</a>		<a href="#">Other Property Data</a>		<a href="#">Help</a>	
<a href="#">Property Search</a> > <a href="#">Search Results</a> > <a href="#">Property Summary</a>					
<h2 style="margin: 0;">Property Account Summary</h2> <p style="margin: 0;">8/10/2022</p>					
Parcel Number	00588800601201	Property Address	UNKNOWN , SULTAN, WA 98294		
<b>General Information</b>					
Property Description	Section 05 Township 27 Range 08 Quarter NW - MAP OF SULTAN CITY (AMENDED) BLK 006 D-01 - TH W 17.60FT OF LOT 12 & ALL LOT 13 PER SNO CO SCC 05-4-00631-1 AKA PAR C OF SURV REC AFN 200511035010 BEING A PTN OF NW1/4 NW1/4				
Property Category	Land and Improvements				
Status	Active, Locally Assessed				
Tax Code Area	00805				
<b>Property Characteristics</b>					
Use Code	910 Undeveloped (Vacant) Land				
Unit of Measure	Acre(s)				
Size (gross)	0.12				
<b>Related Properties</b>					
No Related Properties Found					
<b>Parties</b>					
Role	Percent	Name	Address		
Taxpayer	100	SULTAN CITY OF	PO BOX 1199, SULTAN, WA 98294		
Owner	100	CITY OF SULTAN	PO BOX 1199, SULTAN, WA 98294		
<b>Property Values</b>					
Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular					
Exemption Amount Regular	\$117,700	\$132,100	\$132,100	\$80,100	\$91,600
Market Total	\$117,700	\$132,100	\$132,100	\$80,100	\$91,600
Assessed Value	\$117,700	\$132,100	\$132,100	\$80,100	\$91,600
Market Land	\$117,700	\$132,100	\$132,100	\$80,100	\$91,600
Market Improvement					
Personal Property					
<b>Active Exemptions</b>					
Government Property					
<b>Events</b>					
Effective Date	Entry Date-Time	Type	Remarks		
04/04/2019	04/04/2019	Owner Added	Party/Property Relationship by asset		

	14:28:00		
04/03/2019	04/04/2019 14:28:00	Owner Terminated	Party/Property Relationship by sasset
05/14/2007	05/14/2007 13:52:00	Taxpayer Changed	Party/Property Relationship by strssl
11/09/2006	05/14/2007 12:00:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 110484, Statutory Warranty Deed by sasset
11/09/2006	05/07/2007 14:51:00	Owner Terminated	Party/Property Relationship by sassrc
11/09/2006	05/07/2007 14:50:00	Owner Added	Party/Property Relationship by sassrc
10/12/2005	05/14/2007 11:58:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 570485, Personal Representative Deed by sasset

**Tax Balance**  
No Available Tax Charges Information for this Property at the Moment.

**Distribution of Current Taxes**

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

**Pending Property Values**

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2023	\$133,900.00	\$0.00	\$133,900.00	\$0.00	\$0.00	\$0.00

**Levy Rate History**

Tax Year	Total Levy Rate
2021	9.773885
2020	10.023720
2019	9.643502

**Real Property Structures**

Description	Type	Year Built	More Information
No Real Property Structures Found			

**Receipts**

Date	Receipt No.	Amount Tendered	Amount Due
No Receipts Found			

**Sales History**

Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
10/12/2005	10/19/2005	10/12/2005		\$0.00	570485	X	S	HOWE JAMES W ESTATE	HILL JOIE LEE	No
11/09/2006	11/17/2006	11/09/2006		\$65,000.00	110484	W	S	HILL JOIE LEE	CITY OF SULTAN	No

**Property Maps**

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5101001	27	08	05	NW	<a href="#">View parcel maps for this Township/Range/Section</a>

[Printable Version](#)  
Developed by Aumentum Technologies.

## Attachment B Proof of Insurance

Issue Date: 8/3/2022

Cert#: 0000000298

**CITIES INSURANCE ASSOCIATION OF WASHINGTON  
CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MOC MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MOC, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 Phone: (509) 754-2027 Fax: (509) 754-3406	<b>GENERAL LIABILITY</b> CIAW / Old Republic Specialty Insurance Underwriters  <b>AUTOMOBILE LIABILITY</b> CIAW / Old Republic Specialty Insurance Underwriters
COVERED MEMBER	<b>PROPERTY</b> CIAW / Old Republic Specialty Insurance Underwriters et al.  <b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> CIAW / Old Republic Specialty Insurance Underwriters
City of Sultan PO Box 1199 Sultan, WA 98294	

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	CIAW212234565	12/1/2021	12/1/2022	GENERAL AGGREGATE	\$20,000,000
INCLUDES STOP GAP (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$20,000,000 \$10,000,000 \$10,000,000 \$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO (LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW212234565	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$10,000,000 NONE
<b>PROPERTY</b>					
	CIAW212234565	12/1/2021	12/1/2022	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$100,000,000 Excluded Excluded NONE
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
	CIAW212234565	12/1/2021	12/1/2022	PER LOSS	\$1,000,000
(CRIME IS SUBJECT TO A \$25,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARKING EXPANSION. Snohomish County its agents, representatives, and employees/subcontractors are named as Additional Covered Party regarding this parking expansion agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.					

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MOC PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Attn: Kara Main-Hester Snohomish County 3000 Rockefeller Ave MS 307 Everett, WA 98201-4046	<div style="border: 2px solid green; padding: 5px; display: inline-block;"> <b style="color: green; font-size: 1.2em;">APPROVED</b>                      By Snohomish County Risk Mngt (S.Barker) at 2:41 pm, Aug 15, 2022                 </div>

### ADDITIONAL COVERED PARTY ENDORSEMENT

THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING: GENERAL LIABILITY  
COVERAGE PART

How coverage is changed:

It is agreed that the interest of any Additional **Covered Party** is recognized as their interests may appear, providing the certificate of coverage that this is attached to has been issued and is on file with the Company.

The Limits of Coverage applicable to the Additional **Covered Party** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this MOC, whichever is less.

These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.

Additional **Covered Party**:

Attn: Kara Main-Hester  
Snohomish County  
3000 Rockefeller Ave MS 407  
Everett, WA 98201-4046

Regarding AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARKING EXPANSION. Snohomish County its agents, representatives, and employees/subcontractors are named as Additional Covered Party regarding this parking expansion agreement only and are subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

## Attachment C Capital Facilities Plan (CFP)

### Building Capital Improvements 113-113-594-18-620

No.	Description	Est. Cost	6-Year Capital Improvement Plan						
			2022	2023	2024	2025	2026	2027	2028-2042
<b>City Hall</b>									
CH-1	City Hall expansion	\$ 10,000,000.00							\$ 10,000,000.00
CH-2	lighting and fan replacement in the lobby	\$ 10,000.00		\$ 10,000.00					
CH-3	carpet replacement through the building	\$ 50,000.00				\$ 50,000.00			
CH-4	replacement of the first floor water fountain	\$ 2,000.00	\$ 2,000.00						
CH-5	resealing or staining of the lobby floor.	\$ 30,000.00			\$ 30,000.00				
CH-6	replace all door locks for security	\$ 20,000.00	\$ 20,000.00						
CH-7	HVAC replacement	\$ 250,000.00							\$ 250,000.00
CH-8	Upgrade the outside lighting	\$ 25,000.00		\$ 25,000.00					
CH-9	Install a stand by generator	\$ 80,000.00					\$ 80,000.00		
CH-10	Create additional parking lot on the parcel off of alder	\$ 76,000.00	\$ 76,000.00						
<b>Public Works Site 703 1st Street</b>									
PW-1	PW Shop Roof	\$ 20,000.00	\$ 20,000.00						
PW-2	Install covered parking for Equipment	\$ 60,000.00	\$ 58,500.00						
PW-3	Paint the all buildings	\$ 25,000.00				\$ 25,000.00			
PW-4	replace the office roof	\$ 20,000.00			\$ 20,000.00				
PW-5	replace the far back storage building	\$ 60,000.00							\$ 60,000.00
PW-6	replace the perimeter fence and automatic gate	\$ 25,000.00		\$ 25,000.00					
PW-7	HVAC replacement	\$ 18,000.00							\$ 18,000.00
PW-8	Pave the yard	\$ 500,000.00							\$ 500,000.00
<b>Visitor Information Center 320 Main Street</b>									
VIC - 1	Replace the Roof	\$ 15,000.00							\$ 15,000.00
VIC - 2	paint the inside of the building	\$ 10,000.00			\$ 10,000.00				
VIC - 3	paint the outside of the building	\$ 10,000.00			\$ 10,000.00				
VIC - 4	Replace the HVAC	\$ 18,000.00							\$ 18,000.00
VIC - 5	Upgrade the outside lighting	\$ 8,000.00		\$ 8,000.00					
VIC - 6	Install security cameras	\$ 6,000.00	\$ 6,000.00						
<b>Police Station 515 Main Street</b>									
PD - 1	Paint the outside of the building	\$ 50,000.00						\$ 50,000.00	
PD - 2	Replace the HVAC	\$ 20,000.00							\$ 20,000.00
PD - 3	Replace the flag pole	\$ 4,000.00		\$ 4,000.00					
PD - 4	Upgrade the outside lighting	\$ 8,000.00		\$ 8,000.00					
PD - 5	Replace the Roof	\$ 26,000.00						\$ 26,000.00	
<b>Post Office 403 Main Street</b>									
PO - 1	Replace the roof	\$ 40,000.00						\$ 40,000.00	
PO - 2	HVAC replacement	\$ 25,000.00		\$ 25,000.00					
PO - 3	Paint the inside of the building	\$ 45,000.00			\$ 45,000.00				
PO - 4	Paint the outside of the building	\$ 60,000.00							\$ 60,000.00
PO - 5	Add Planter boxes to the Main street facing windows	\$ 2,000.00	\$ 2,000.00						
PO - 6	Install a new free standing clock	\$ 20,000.00				\$ 20,000.00			
PO - 7	Replace the flag pole	\$ 4,000.00	\$ 4,000.00						
PO - 8	Upgrade the outside lighting	\$ 18,000.00		\$ 18,000.00					
PO - 9	Install security cameras	\$ 8,000.00		\$ 8,000.00					
<b>TOTAL Building Capital</b>		<b>\$ 11,668,000.00</b>	<b>\$ 188,500.00</b>	<b>\$ 131,000.00</b>	<b>\$ 95,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 105,000.00</b>	<b>\$ 116,000.00</b>	<b>\$ 10,941,000.00</b>

**Attachment D**  
Project Description

**SPECIFICATIONS**

- Pave 2 inches of class B asphalt over a previously compacted subgrade in the Area of New Asphalt as described within this Exhibit D.
- Stripe the parking lot in the Area of New Asphalt as described in this Exhibit D.
- Install extruded curbs on two of the four sides of the parking lot per the plans for New Curb as described in this Exhibit D.
- Remove and replace some of the existing extruded curb per the plans in the Area of New Asphalt as described in this Exhibit D Image #3.
- This work shall be completed within 2 weeks of the notice to proceed.

**AREA OF NEW ASPHALT (area highlighted in yellow)**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>
1.	2" Class B HMA	5290 SQFT	Square foot
2.	6" extruded curb removal	53 LF	linear feet
3.	6" extruded curb installation	205 LF	linear feet
4.	Striping (parking lines)	700 LF	linear feet
5.	Striping (directional arrows)	6 Arrows	Per Arrow





Area to be seal coated 

Area of New Asphalt 



IMAGE #3

