

AFTER RECORDING RETURN TO:  
Snohomish County Council  
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SNOHOMISH COUNTY, WASHINGTON

INTERLOCAL COOPERATION AGREEMENT  
between  
SNOHOMISH COUNTY  
and  
CITY OF ARLINGTON  
for  
JOINT OPERATION AND MAINTENANCE  
of  
TWIN RIVERS PARK

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THIS AGREEMENT is made by and between Snohomish County, a political subdivision of the State of Washington (the "County") and the City of Arlington, a municipal corporation of the State of Washington (the "City").

RECITALS

A. The 2007 Comprehensive Parks and Recreation Plan for Snohomish County has documented a County-wide need for community parks, open space, and natural area parks accessible to the general public; and

B. The Snohomish County Executive and the Snohomish County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan for the County, and is in the best public interest of County residents to participate in joint partnerships to increase recreational opportunities and facility capacity; and

C. The County owns certain real property known as Twin Rivers Park which is located adjacent to the City; and

D. The County and City desire to cooperatively operate and maintain Twin Rivers Park.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits conferred upon each party hereto, the respective agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### I. GENERAL CONDITIONS

1.1. Authority. This Agreement is made under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. Purpose. The purpose of this Agreement is to provide a means for the County and City to cooperatively operate and maintain Twin Rivers Park (the "Property") as a public park and to define the parties' responsibilities thereto.

1.3. Property. The Property is legally described on Attachment A, attached hereto and incorporated herein by reference, and commonly described as Twin Rivers Park, SR 530, Arlington, WA. The Property includes any and all buildings, structures, landscaping, driveways, private roadways, parking lots, and other improvements now or hereafter constructed or located on the Property.

1.4. "As-Is". The City acknowledges and agrees that: (i) it has had an adequate opportunity to inspect the Property; (ii) in entering into this Agreement, it is relying solely on its own investigation of the Property and is not relying on any statements, representations or warranties made by the County or its agents regarding the Property; (iii) it is accepting the Property in its current condition, "AS-IS, WHERE-IS," subject to all faults and defects, known and unknown; (iv) the County has no obligation whatsoever to make any improvements to the Property now or at any time in the future; and (v) neither the County nor any of its agents have made any representations or warranties to the City with respect to the Property, including, but not limited to, any representations or warranties regarding its quality, condition, size, or location.

1.5. Duration/Termination. This Agreement shall become effective when executed by the parties and recorded with the Snohomish County Auditor in accordance with RCW 39.34.040, and shall continue for five (5) years from the recording date. The parties may agree to extend the lease for additional five (5) years terms by written agreement executed prior to termination of this Agreement. This Agreement may be terminated earlier in the event of failure of funding from any source or other non-appropriation of funds or upon agreement of the parties.

## II. RESPONSIBILITIES OF THE PARTIES

### 2.1. County Responsibilities.

2.1.1 The County will be responsible for issuing all permits and licenses for use of the Property except as otherwise provided herein.

2.1.2 The County will be responsible for granting any property interests in the Property.

2.1.3 The County will winterize the restrooms each year and pump out the septic system as needed. Upon receipt of the City's written notice of a needed repair to the restrooms, the County will be responsible for making such repairs. Each year the County will provide one (1) ADA portable restroom to serve the users of the Property from October 1 through March 1.

2.1.4 The County will be responsible to collect and dispose of any litter on the trails and beach, to maintain the trails, and to enforce and monitor appropriate use of the Property

2.1.5 The County will pay all costs, charges, and expenses for electrical and telephone service to the Property and all utility costs and charges.

2.1.6 The County will install an informational sign on the Property recognizing the County and City as partners in the operation and maintenance of the Property and providing contact information for both parties.

2.1.7 The County will meet with the City as needed, and at least annually, to exchange, review, and discuss policies, development plans, levels of scheduled use, and procedures for the Property and to ensure that both parties are performing satisfactorily under the Agreement.

### 2.2. City Responsibilities.

2.2.1 The City shall operate the Property as a public park and for such ancillary uses or purposes as are commonly associated with a public park (the "Permitted Uses"), and for no other purpose or use whatsoever without the prior written consent of the County, which may be granted or withheld in its sole discretion.

2.2.2 The City may schedule use of the Property, collect use fees, and issue licenses only for the following types of activities: reserving picnic areas for groups and scheduling and/or licensing use of the disc golf course

and the athletic fields for games, tournaments and practices provided that spectators are not charged to view said games, tournaments, or practices. Any fees the City collects under this section may only be used for operations and maintenance of the Property.

2.2.3 The City shall make the Property available to County residents on the same terms as it is available to City residents.

2.2.4 The City shall, at the City's sole cost and expense, keep and maintain the Property, and all the fixtures and improvements located thereon, in good condition and repair, subject to ordinary wear and tear, except for those areas of maintenance described in Section 2.1.3 and Section 2.1.4. All maintenance and repair for which the City is responsible shall be promptly performed by the City in a good and workmanlike manner in compliance with all applicable laws.

Maintenance of the Property shall include, but not be limited to, the following: turf maintenance to County standards (attached hereto and incorporated herein by reference as Attachment B), lining the soccer and baseball fields as necessary, dragging the baseball field as necessary, regularly inspecting, cleaning and repairing all improvements and facilities on the Property, except as otherwise stated herein, grading and re-rocking the entry road and parking lot as needed, and clearing and disposing of all debris related to minor weather-related events including high wind events and high water events, and including both rain, snow, and/or flood events. For purposes of this agreement a "minor weather related event" is one which takes less than three days of labor to correct. In the case of a minor weather-related event the County may be called on by the City to provide twenty (20) yards of rock material, which the City shall spread in the parking lot and entry way. For any and all weather-related events that take more than three (3) days of labor to correct to bring the property back to pre-event conditions, or are mutually agreed to be major in nature, the City and County will mutually agree what each party's level of responsibility will be to bring the property back to its pre-weather condition.

2.2.5 The City shall provide the County with an annual report listing the number of scheduled uses of the Property for the year, all City issued licenses for the Property, and detailing all fees charged and collected for use of the Property.

2.2.6 The City will meet the County as needed, and at least annually, to exchange, review, and discuss policies, development plans, levels of scheduled use, and procedures for the Property and to ensure that both parties are performing satisfactorily under the Agreement.

2.2.7 The City will work with the Parks Day-to-Day Liaison and the County's Agreement Manager and the City's Outreach Office to coordinate all media outreach, requests for interviews, and media events for all activities at the Property.

### III. ADDITIONAL CITY RESPONSIBILITIES

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#### 3.1 Alterations.

3.1.1 The City may not make additions, changes, alterations, or improvements to the Property, or to any electrical, mechanical, or other systems or facilities located in or otherwise serving the Property (collectively, the "Alterations") without first obtaining the prior written consent of the County. The City shall provide the County with detailed plans and specifications detailing any proposed Alteration(s). Should the County consent to any proposed Alteration(s), such consent shall not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alteration(s), and the County hereby expressly disclaims any responsibility or liability for same.

3.1.2 All Alterations shall be performed: (a) at the City's sole cost and expense unless otherwise agreed to by the parties; (b) in a good and workmanlike manner, with all materials used being of a quality at least as good as those already in use on the Property; (c) in accordance with plans and specifications approved by the County pursuant to Section 3.1.1; and (d) in compliance with all applicable laws, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278), and all codes and regulations. In addition, the County may require that any or all Alterations be performed under the County's supervision; provided that any such supervision by the County shall not be deemed a representation or warranty as to the adequacy of the design, workmanship, quality of materials, or construction of the Alterations and/or Minor Alterations at issue, and the County hereby expressly disclaims any responsibility or liability for same.

3.1.3 The City shall bear the sole liability for any damage or injury occurring in, on, around, upon or to the Property due to the acts or omissions of the City, its agents, employees, contractors, licensees, invitees, and/or any other persons who may be in, on, around or upon the Property with the express or implied consent of the City in connection with the performance of Alterations, and the City shall indemnify and hold the County harmless from and against same.

3.1.4 Upon the expiration or earlier termination of this Agreement, all fixed Alterations shall remain in and be surrendered with the Property as a part thereof, unless, with respect to any Alteration, the County specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case the City shall, prior to surrender, remove the Alteration in question and repair any damage to the Property caused by such removal.

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3.1.5 The City shall keep the Property free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, the City. Any construction liens filed against the Property for work claimed to have been furnished to the City will be discharged by the City, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at the City's sole cost and expense. Should the City fail to discharge any such construction lien, the County may at its election pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County shall be immediately due and payable by the City. The City shall indemnify and hold the County harmless from and against any liability arising from any such lien.

3.2 Hold Harmless and Indemnification. 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 operation and maintenance of the Property, except that caused by the sole negligence and/or willful misconduct of the County and its employees acting within the scope of their employment. 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, suits, 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 Property or the performance of this Agreement, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City agrees that this waiver has been mutually negotiated.

3.3 Insurance. The City shall obtain and maintain public liability insurance for the protection of the public. As of the execution of this Agreement, the City is member and shall maintain its membership, as an insured through Washington Cities Insurance Authority (WCIA).

3.3.1 Such insurance shall not be reduced or canceled without thirty (30) days written notice from the City to the County. Reduction or cancellation of the insurance shall render this Agreement void.

3.3.2 The City shall provide the County proof insurance with either a letter or certificate of insurance from WCIA verifying that the City is member. Proof of insurance shall be approved by the County Risk Manager prior to the County providing any services under the terms of this Agreement

3.3.3 The City shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any sub-contractor working on behalf of the City to also carry such insurance prior to performing work under this Agreement. The County will not be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the City, its employees, consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws

3.3.4 The City shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the City.

3.4 Compliance with Laws. The City shall comply with all the federal, state and local laws, rules, and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

#### IV. TERMINATION

This Agreement shall terminate on the date set forth in section 1.6, upon a change in ownership of the Property, by either party giving one hundred eighty (180) days' written notice to the other party of intent to terminate this Agreement, or if the County determines, in its sole discretion, that immediate termination is necessary to protect the public health, safety or welfare.

#### V. MISCELLANEOUS

5.1 Park Rules and Regulations. The Property is subject to Title 22 of the Snohomish County Code and any other rules and regulations adopted by the County's Department of Parks and Recreation, except as otherwise authorized by this Agreement. The County will provide enforcement of this Section 5.1.

5.2 Management of Agreement. All communication, notices, coordination, and other tenets of this Agreement shall be managed by the following identified individuals:

On behalf of Snohomish County:

The County liaison for this Agreement ("Agreement Manager") is:

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Russ Bosanko, Division Manager  
Contracts, Capital Projects and Land Management  
Snohomish County Parks and Recreation Department  
6705 Puget Park Drive  
Snohomish, WA 98296  
Phone: 425-388-6602 / Fax: 425-388-6645  
E-mail: [russ.bosanko@snoco.org](mailto:russ.bosanko@snoco.org)

The County liaison for day-to-day operations ("Day-to-Day Liaison") questions is:

Rich Patton, Operations Manager  
Snohomish County Parks and Recreation Department  
6705 Puget Park Drive  
Snohomish, WA 98296  
Phone: 425-388-6609 / Fax: 425-388-6645  
E-mail: [rich.patton@snoco.org](mailto:rich.patton@snoco.org)

On behalf of the City of Arlington:

The CITY liaisons for this agreement are:

Public Information Officer  
Ms. Kristin Banfield  
Assistant City Administrator  
238 N. Olympic Ave  
Arlington, WA 98223  
Phone: 360-403-3444 / Fax: 360-403-4605  
Email: [kbanfield@ci.arlington.wa.us](mailto:kbanfield@ci.arlington.wa.us)

Public Works Director (Agreement Manager)  
Mr. James X. Kelly  
238 N. Olympic Ave  
Arlington, WA 98223  
Phone: 360-403-3505 / Fax: 360-435-7944  
Email: [jkelly@ci.arlington.wa.us](mailto:jkelly@ci.arlington.wa.us)

Public Works Coordinator (Day-to-Day Liaison)  
Ms. Cristy Brubaker  
238 N. Olympic Ave  
Arlington, WA 98223  
Phone: 360-403-3503 / Fax: 360-403-3447  
Email: [cbrubaker@ci.arlington.wa.us](mailto:cbrubaker@ci.arlington.wa.us)

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Each party shall revise the designations as needed, including the replacement of the originally named representatives. Revisions shall be delivered to the other party's representative. All designations shall state the name of the replacement representative or operating liaison, his/her title, mailing address, phone number(s), e-mail address, and fax number.

5.3 Assignment. The City shall not subcontract, assign, or delegate any of the rights, duties, or obligations covered by this contract without the prior express written consent of the County.

5.4 County's Right of Access. The County shall be entitled to go upon and into the Property for the purposes of inspecting the Property and/or inspecting the performance by the City of the terms and conditions of this Agreement. The County shall assume no duty or liability with respect to the Property or its maintenance by reason of any such inspection. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County.

5.5 Notice. Any notice required by this Agreement, or by law, shall be given by registered or certified United States mail. Such communication or notice shall be deemed to have been given when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

If to County:	Tom Teigen, Director Parks & Recreation Dept 6705 Puget Park Dr. Snohomish WA 98292 Telephone: 425-388-6600	If to City:	Mr. James X. Kelly Public Works Director 238 North Olympic Avenue Arlington, WA 98223 Telephone: 360-403-3501_____
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The parties shall notify the other in writing of any change of address for notification purposes. The change shall not be effective until receipt of such notice.

5.6 Amendments. This Agreement shall constitute the full and complete agreement of the Parties and may be amended only by written agreement of the Parties, executed in the same manner as provided by law for the execution of this Agreement.

5.7 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this contract must be brought in Snohomish County, Washington.

5.8 Severability. Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

5.9 Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

DATED this 30<sup>th</sup> day of April, ~~2008~~ 2009.

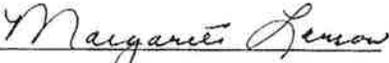
"County"  
SNOHOMISH COUNTY

"City"  
CITY OF ARLINGTON

By:   
Aaron Reardon, Executive

PETER B. CAMP  
Executive Director

Date Signed: 4/30/09

By:   
Margaret Larson, Mayor

Date Signed: 2/17/09

Approved as to Form:

  
Deputy Prosecuting Attorney  
Date Signed: 3/5/09

ATTACHMENT A

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Legal Description  
Twin Rivers County Park

Tax Account 31050200101000

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Section 02 Township 31 Range 05 Quarter NE - BEG 1/4 COR ON E SEC LN TH W TO INT WITH W LN OF N FORK CO R D TO TPB TH NELY ALG W LN SD CO RD 627.25 FT TH NWLY 370FT 6IN TH W TO EAST BANK OF STILLAGUAMISH RIVER TH SELY FOLL SD E RIVER BANK TO ITS INT WITH E & W 1/4 LN TH E TO TPB ALSO THE S 350 FTOF LOT 9 LY E OF CO RD LESS TH PTN IF ANY LY E OF SLOUGH SUB ESE STATE OF WASH STILLAGUAMISH RIVER PARK 1969 \$65,000 V352 P294 TGW TH PTN GOVT LOT 10 LY WHN 40FT OLD ARL-DAR RD (OLD SR530 AKA SSH 1-E ARL TO COOPER'S SPUR) R/W NLY OF S FORK STILLI RIV AS SD RD EXST ON OR PRIOR TO 5/11/1995 & WLY OF LN BEG AAP OPP HES 81+00 00 A.P ON SR 530 SURV LN OF SR530, S FORK STILLI BRIDGE VIC & 38FT WLY THRFR TH NLY TAP OPP HES 83+76.71 ON SD SURV LN & 35.24FT WLY THRFR TH NLY TAP OPP HES 84+00.00 A.P ON SD SUV LN & 35FT WLY THRFR TH NLY PLW SD SURV SN 200FT TAP THON & END OF THIS LN DESC PER QCD REC AFN 200103260495 EXC RD R/W TO STATE OF WA PER QCD REC AFN 9508020108

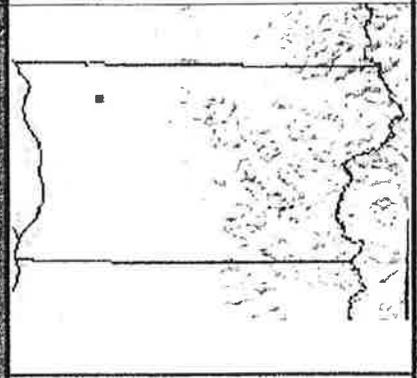
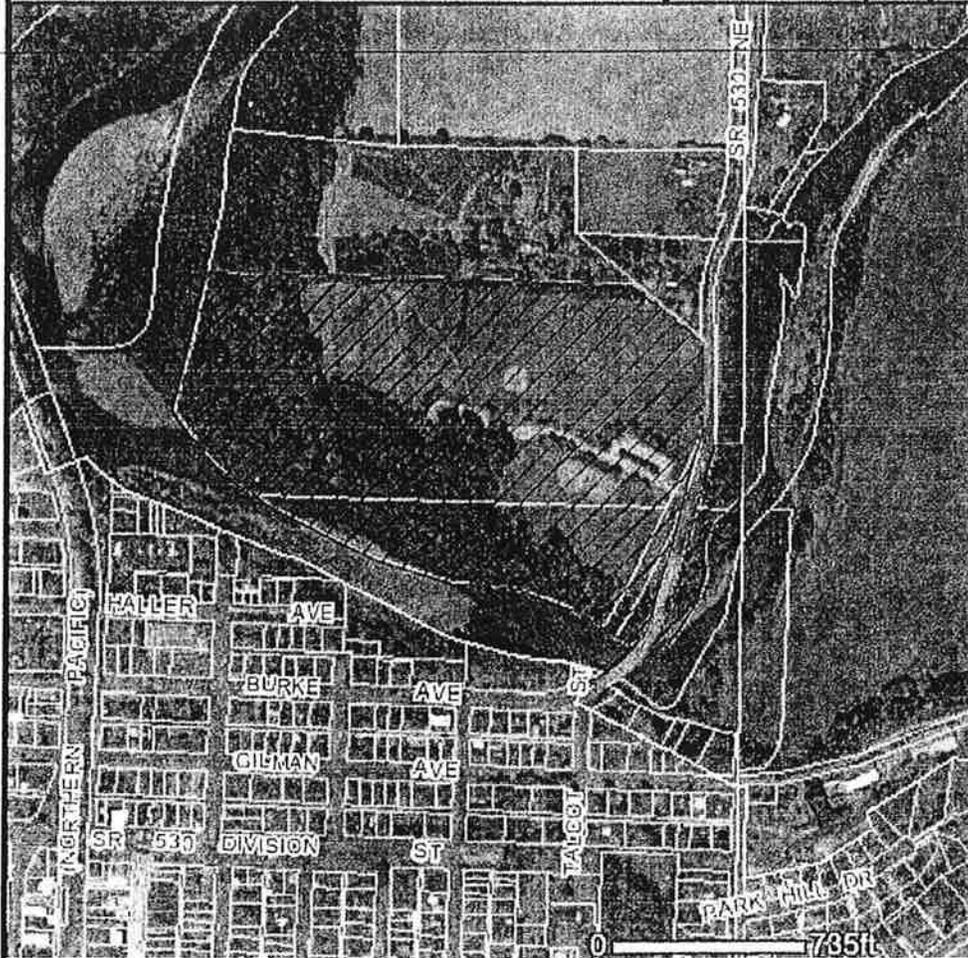
And

Tax Account No. 31050200402500

Section 02 Township 31 Range 05 Quarter SE - GOV LT 10 LESS CO RD SALE DATA SEE 023105-1-010-0002 STILLAGUAMISH RIVER PARK SALE DATA SEE 023105-1-010-0002 TGW TH PTN GOVT LOT 9 LY WHN 40FT OLD ARL-DAR RD (OLD SR530 AKA SSH 1-E ARL TO COOPER'S SPUR) R/W NLY OF S FORK STILLI RIV AS SD RD EXST ON OR PRIOR 5/11/1995 & WLY OF LN BEG AAP OPP HES 81+00 00 A.P ON SR 530 SURV LN OF SR530 S FORK STILLI RIV BRIDGE VIC & 38FT WLY THRFR TH NLY TAP OPP HES 83+76.71 ON SD SURV LN & 35.24FT WLY THRFR TH NLY TAP OPP HES 84+00.00 A.P ON SD SURV LN & 35FT WLY THRFR TH NLY PLW SD SURV LN 200FT TAP THON & END OF LN DESC PER QCD REC AFN 200103260495 EXC RD R/W TO STATE OF WA PER QCD REC AFN 9508020108



# Snohomish County Online Property Information



## Legend

- Street Names
- Cities
- Unincorporated Areas
- Incorporated City
- Tax Parcels
- Rural Miles
- Township-Range Grid
- Section Grid
- Airports
- 2007 Photo Extent
- 2007 Aerial Photo
- Snohomish County Park Property

### Disclaimer:

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this data for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted. Any user of this data assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this data.

Printed on: 12/16/2008

ATTACHMENT B

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## **Lawn Maintenance Standards**

### **1. Scope of Standards**

Snohomish County Parks is dedicated to providing the best recreational experience possible and has developed the following practices and standards for grass fields. These standards are to serve as guidelines and may be modified as needed to meet site conditions after consultation and approval from the Snohomish County Department of Parks and Recreation. It is the intention of these specifications to provide for the protection of public resources and to ensure the best maintenance practices are followed to allow for safe and enjoyable recreation experiences by the public and organized user groups. Safety of the players is crucial and is based on providing fields with an even surface that allows the player to run and play safely.

### **2. Turf Maintenance**

#### **2.1. Mowing:**

2.1.1. Mowing shall occur as needed to maintain a height of 1 ½" for athletic field areas. Grass will be mowed before the grass reaches 2" in height. Grass clippings will be bagged and deposited in the appropriate receptacle at the property. In the absence of receptacle, clippings will be hauled off site and disposed of properly. Throughout the mowing season, the Contractor will remove any excessive lawn growth including leaves, limbs and debris. All excessive grass, leaves are to be picked up and disposed of properly.

2.1.2. Lawns shall be mowed in different directions from each other on alternate weeks to inhibit matting.

2.2. Leveling off worn areas and holes: All turf areas will be inspected for mounds, holes and uneven surface conditions as needed. Filling of areas will be done with clean top soil that is free of debris and rocks. Shovel and/or rake soil into low areas and remove from high areas. Watering, grading, packing and top seeding may be required to maintain playable firm level surface.

2.3. Edging and Trimming: Edging of tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass shall be done as needed to maintain a clean well kept appearance. Edging will be done every mowing visit during the growing season. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and line trimmers. Contractor will clean all clippings from sidewalks, curbs, and roadways and dispose of properly.

2.4. Thatch Removal and Aeration:

2.4.1. Removal of thatch exceeding one inch is recommended for the overall health of the lawn. The best time for thatch removal is March through August when the turf grass is rapidly growing.

2.4.2. Aeration to allow for better water absorption may be recommended for the overall health of the turf areas. While there is no set time frame when this should be done, it should be performed at least once a year in combination with a reseeding of all turf areas.

2.5. Fertilization and moss control: Fertilization of lawns and treatment for moss or weeds shall be done in all turf areas as needed using the most effective treatment available and as approved by Snohomish County Parks. Fertilizer, moss and weed control products will be swept off of walks and drives onto lawns or beds. A minimum of ¼ inch of water will be applied after each treatment within 24hrs.

2.6. Lawn insect and disease Control:

2.6.1. Inspect lawn areas each visit for indications of insect, disease and pest problems and advise Snohomish County Parks of any conditions requiring treatment. Only licensed applicators will apply the appropriate treatment on an as needed basis and only in affected spots, using the most effective treatment available.

2.6.2. The site shall be signed 2 (two) days in advance of any chemical applications.

2.7. Automated Irrigation Systems (when and where appropriate): The irrigation system shall be inspected and tested monthly and shall maintain the system for proper coverage and precipitation rate to provide for healthy turf conditions including minor adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments.