

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY
OF ARLINGTON FOR THE ARLINGTON PICKLEBALL COURTS**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF ARLINGTON a Washington municipal corporation (the “City”) collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

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

C. Amendment #1 to the 2024 Adopted Budget, approved by Ordinance 23-120, included \$800,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

D. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

E. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

F. One of the identified Council/City projects is the City’s Arlington Pickleball Courts (“the Project”) which will construct six (6) pickleball courts outdoors at Haller Middle School property (the “Property”) for public and school district use; and

G. Snohomish County has agreed to provide Two Hundred Thousand (\$200,000) of REET II funds (the “Funds”) in support of the Project; and

H. The City has provided the following: a copy of the submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); an interlocal agreement between the City of Arlington and the Arlington School District for the City’s 15 year use of the Property for the Project (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); proof of the City’s insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

I. Pursuant to this Agreement, 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 Project located at Haller Middle School, 600 E 1st St, Arlington, WA 98233 (the "Property").

2. Effective Date and Duration.

This Agreement shall take effect when 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, 2025, 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:

Rich Patton, Division Manager
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6618 phone
Rich.patton@snoco.org

City's Initial Administrator:

Sarah Lopez, Community Engagement Director
City of Arlington
238 N. Olympic Ave
Arlington, WA 98233
360-403-3448
slopez@arlingtonwa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Property Use. The City certifies to the County that the City has the right to use the Property for this Project, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project, for a period of fifteen (15) years.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2025, 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.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.5.2 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;

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

4.6 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.

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

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include

name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

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 an amount not to exceed Two Hundred Thousand (\$200,000). In the event the total costs of the Project are less than \$200,000, the County shall only remit those funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 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.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) 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.

5.5 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:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, 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 District and 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 District and 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 District, 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.

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 or District from any liability or responsibility which arises in whole or in part from the existence or effect of City or District 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 or District ordinance, policy, rule or regulation is at issue, the City and District shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the District, the County, or all, the City and District shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City and District 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, and the District, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City and District.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City and District in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City or District is self-insured, in lieu of the insurance required in this Section 9, the City and District shall, upon request of the County, provide the County a letter certifying each parties 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, the City, or the District 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 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance 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 that the City fails to complete the Project by

December 31, 2025 and/or otherwise commits a Default as described in Section 11, 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 disbursed from 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.

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, the District, and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign..

County

SNOHOMISH COUNTY

By **Harper,**
Lacey
Title: County Executive Date _____

Digitally signed by
Harper, Lacey
Date: 2024.06.25
10:22:53 -07'00'

City

CITY OF ARLINGTON


By Title: Mayor Date 06-18-24

Approved as to Form:

Isl George B Marsh 4111/2024
Deputy Prosecuting Attorney Date

Approved as to Form:

Steven J.
Peiffle
Office of the City Attorney Date _____

Digitally signed by Steven
J. Peiffle
Date: 2024.06.18
15:02:58 -07'00'

**ATTACHMENT A
SUBMISSION FORM**

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

City of Arlington	238 N Olympic Ave. Arlington, WA 98223		
Public Entity Name	Public Entity Address		
	Sarah Lopez	360-403-3448	slopez@arlingtonwa.gov
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	2024		
Project Title	Arlington Pickleball Courts		
Project Location	Haller Middle School, 600 E 1st Street, Arlington, WA		
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Construct 6 pickleball courts outdoors at Haller Middle School property, for public use and school district use.		
Please select the appropriate category of REET II eligible uses for your proposed project:		(b) Parks	
Is the project identified in the budget? We are adding to 2024 budget <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Is this project identified in a CIP? Yes, we are adding <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Is the land identified for the project owned by the applying entity?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/>	NO
Is your entity in agreement with the attached template agreement for funding?	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/> NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ 200,000
Public Entity Match Provided	\$ 40,000

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Coverage – as required by the State of Washington	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.	<input type="checkbox"/>	<input type="checkbox"/>
Self-Insured – Public Entities ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Reviewed the agreement template	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 1
nate.nehring@co.snohomish.org
425-388-2575

3000 Rockefeller Avenue, M/S 609
 Everett, WA 98201-4046

ATTACHMENT B
ILA BETWEEN CITY AND DISTRICT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON
AND ARLINGTON SCHOOL DISTRICT NO. 16
CONCERNING PICKLEBALL COURTS**

THIS AGREEMENT, made and entered into this 12 day of December, 2023 by and between **ARLINGTON SCHOOL DISTRICT NO. 16** (hereinafter referred to as "School District") and the **CITY OF ARLINGTON** (hereinafter referred to as the "City");

WITNESSETH:

WHEREAS, Arlington School District is the owner of property located at Haller Middle School, south of 3rd Street and west of Stillaguamish Avenue ("the Property"); and

WHEREAS, the City is seeking to build pickleball courts at this location; and

WHEREAS, the pickleball courts would be available to staff and students and community members; and

WHEREAS, the pickleball courts will provide recreational opportunities for students, and community members;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Arlington School District hereby agree as follows:

ARTICLE I. PURPOSE

This purpose of this agreement is to formalize an agreement whereby the City will create pickleball courts in a location on the Property. The pickleball courts will be managed by the City of Arlington. The pickleball courts will be shared by school staff, students and community members. The pickleball courts will be available to the public as a recreation facility weekdays after 3:00 p.m. and from dawn to dusk on weekend days during the school year, and from dawn to dusk when school is not in session.

ARTICLE II. CITY OF ARLINGTON RESPONSIBILITIES

The City agrees to:

1. Construct 6 pickleball courts with fencing and informational signage on the Property.
2. Provide online webpage with information.
3. Maintain all fixtures and improvements in good condition and repair.

ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES

The School District agrees to:

1. Provide the Property as described in attached Exhibit "A" for use as pickleball courts.
2. Allow access to the pickleball courts by the public during the school year (weekdays after 3:00 p.m. to dusk and weekends, from dawn to dusk), and when school is not in session, allow access to the public from dawn to dusk.
3. Provide parking areas for users of pickleball courts.

ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES

Both the School District and the City agree to:

1. Meet when issues arise and discuss acceptable solutions.

ARTICLE V. TERM AND TERMINATION

This agreement shall become effective upon mutual execution and remain in effect for a period of fifteen (15) years, or until both parties have agreed in writing to terminate the agreement.

ARTICLE VI. NOTICES

Whenever any party desires or is required by law to give notice unto the other party, notice shall be mailed or delivered to:

Superintendent
Arlington School District No. 16
315 N French Ave.
Arlington, WA 98223

City Administrator
City of Arlington
238 N Olympic Ave.
Arlington, WA 98223

ARTICLE VII. GOOD FAITH

The Superintendent, the City Administrator, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Administrator or their designees.

ARTICLE VIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties.

ARTICLE IX. MISCELLANEOUS

8.1 **PROPERTY OWNERSHIP:** The real property shall remain under the ownership of the Arlington School District.

8.2 **NO SPECIAL DUTY CREATED:** The duties of the parties hereto under the provisions of this Agreement are duties owed to the public generally and by the entering into this Agreement, no party shall have or owe a special duty to any other party.

8.3 **LIABILITY:** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

8.4 SEVERABILITY: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement on the day, month, and year above first written.

SCHOOL DISTRICT

By: Chrys Sweeting
Chrys Sweeting 301 12, 2524 10 1102

Dr. Chrys Sweeting, Superintendent Arlington
School District No. 16

Date: Oct 12, 2023

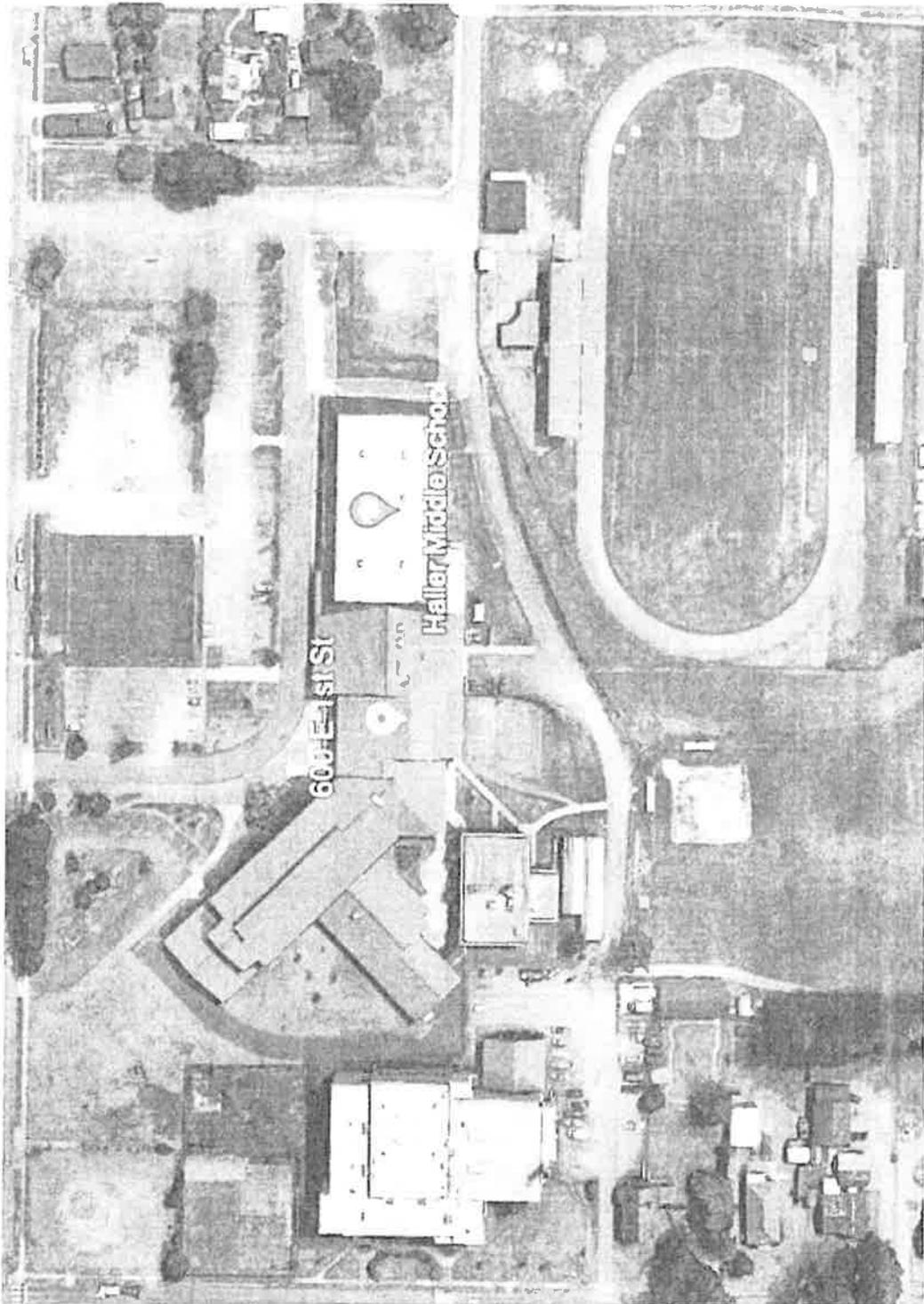
CITY OF ARLINGTON

By: Barbara Tolbert

Barbara Tolbert, Mayor

Date: 12/19/23

Exhibit "A"



ATTACHMENT C - CITY OF ARLINGTON'S CAPITAL IMPROVEMENT PLAN

Account Number	Account Title	2024-24 Future year Budget	Budget Notes
Park Improvement Fund			
308- Beginning Fund Balances			
311.308.51.00.01	Assigned Beginning Fund Bal.	313,052.00	
	Total 308- Beginning Fund Balances:	313,052.00	
Intergovernmental Revenues			
311.337.76.00.05	Sno Co Grant- Jensen Park	100,000.00	
311.337.76.00.06	County Grant-Pickel Ball Court	200,000.00	
	Total Intergovernmental Revenues:	300,000.00	
Source: 34			
311.347.10.00.01	Community Garden	700.00	
	Total Source: 34:	700.00	
Miscellaneous Revenues			
311.361.11.03.11	Investment Interest	200.00	
311.367.11.09.00	Arl Veterans Memorial-plaques	300.00	
	Total Miscellaneous Revenues:	500.00	
Other Financing Sources			
311.397.00.01.07	Transfer In- Park Mitigaton	1,401,001.00	Evans Park Upgrade-Park Mitigation Fees
311.397.76.00.01	Transfer In-ARPA Smky Pt Park	1,824,357.00	
	Total Other Financing Sources:	3,225,358.00	
Ending Cash and Investments			
311.508.51.00.01	Assigned Ending Fund Balance	2,152.00	
	Total Ending Cash and Investments:	2,152.00	

Budget Notes

Account Number	Account Title	2024-24 Future year Budget	Budget Notes
Department: 576			
311.594.90.30.01	Community Garden	600.00	
Total Department: 576:		600.00	
Capital Expenditures			
311.594.76.62.17	Pickleball Court	240,000.00	
311.594.76.63.11	Veterans Memorial Plaques	1,500.00	
311.594.76.63.25	Jensen Park Restrooms	240,000.00	
311.594.76.63.26	Parks Capital Projects	80,000.00	
311.594.76.63.27	Smky Pt. Park Project	3,275,358.00	
Total Capital Expenditures:		3,836,858.00	
Park Improvement Fund Revenue Total:		3,839,610.00	
Park Improvement Fund Expenditure Total:		3,839,610.00	
Net Total Park Improvement Fund:		.00	
Net Grand Totals:		.00	

ATTACHMENT D
PROOF OF INSURANCE

P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

1/3/2024

Ref#: 15060

Snohomish County
Attn: Connie Price
2000 Rockefeller Ave, M/S 303
Everett, WA 98201

Re: City of Arlington
Grant for Installing Pickle Ball Courts

Evidence of Coverage

The City of Arlington is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Arlington. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Arlington all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe
Deputy Director

cc: Paul Ellis
Sarah Lopez, COA