

Return to  
PORT of EVERETT  
P.O. Box 538  
Everett, WA 98206

## INTERLOCAL AGREEMENT

### For Funding Of MARINE PARK BOAT RAMP

#### SECTION 1 GENERAL CONDITIONS

**1.1 Parties.** This Agreement is made by and between the PORT OF EVERETT, a municipal corporation, herein referred to as "Port," the CITY OF EVERETT, a municipal corporation, hereinafter referred to as "City," and SNOHOMISH COUNTY, a municipal corporation, hereinafter referred to as "County."

**1.2 Premises.** The premises is commonly known as Marine Park Boat Ramp, is located at 10th Street and West Marine View Drive, is owned by the parties as tenants in common with each party holding title to a one-third undivided interest, and is legally described in Attachment "A" which is attached hereto and incorporated herein.

**1.3 Purposes and Objectives.** The parties deem it important to provide recreation facilities to the general public. The parties have identified certain improvements to the Marine Park Boat Ramp as a recreational development which is favored due to geographic, economic, population, and other factors influencing the recreational needs of the local communities.

(a) The Port has proposed major improvements to the Premises; those improvements are described generally in Attachment "B" hereto, and are commonly known as "Phase Three Improvements." The Port has received approval from the Interagency Committee for Outdoor Recreation ("IAC") for IAC funding of \$150,000 toward the cost of Phase Three Improvements. The parties have agreed to share some of the remaining estimated costs of the Phase Three Improvements as set forth in this Agreement, and to provide for the carrying out of the Phase Three Improvements.

(b) Since the parties acquired the Premises in about 1972, responsibilities for maintenance, operations, repairs, and improvements have at various times been set forth in formal interlocal agreements but at other times have not been clearly stated. The parties desire now to enter into a multi-year agreement as to their mutual rights and responsibilities with respect to the Premises.

**1.4 Term.** This Agreement shall commence upon execution by the parties and filing pursuant to RCW 39.34.040 and shall expire in twenty (20) years unless extended in a written agreement between the parties.

**1.5 Termination.** This Agreement may be terminated for any reason at any time prior to its expiration by any of the parties upon sixty (60) days prior written notice by one party to the others.

**1.6 Amendments.** This Agreement may be amended only upon written agreement of the parties executed in the same manner as provided by law for the execution of this Agreement.

**SECTION 2**  
**DUTIES OF THE PARTIES**

**2.1 County's Duties.** The County agrees to perform as follows:

(a) Allow the Port to operate and maintain the Premises.

(b) Share equally any costs with the City and Port for any damage to the premises, subject to the limitation that if estimates for repairs necessitated by a single incident exceed \$10,000, or if more than one incident necessitating repair occurs within a calendar year, the cost of which exceed \$10,000, written approval from the City and County are required, if reasonably practicable, before work may commence on the repairs. The County is not responsible for routine maintenance or normal wear and tear to the Premises.

**2.2 City's Duties.** The City agrees to perform as follows:

(a) Allow the Port to operate and maintain the Premises.

(b) Share equally any costs with the County and Port for any damage to the Premises, subject to the limitation that if estimates for repairs necessitated by a single incident exceed \$10,000, or if more than one incident necessitating repair occurs within a calendar year, written approval from the City and County are required before work may commence on the repairs.

**2.3 Port's Duties.** The Port agrees to perform as follows:

(a) Hold the Premises open for recreational purposes to the general public, with County residents permanently entitled to access and use of the Premises on the same terms as residents of the City.

(b) Operate and regularly maintain the Premises subject to this Agreement to ensure that it is reasonably clean for use by members of the public, and regularly inspect the premises subject to this agreement to ensure that it is fulfilling its intended purpose in an acceptable manner.

(c) Charge no fee for users for entering and utilizing the park; provided, however, that the Port may charge reasonable fees for special use of the particular portions of the Premises to help offset operational costs. For example, the Port may charge a reasonable fee for use of the boat ramp and docks.

(d) In the event of damage to the Premises subject to this Agreement, the Port will repair or cause to have repaired the damage. The cost of repair will be shared among the parties as provided in paragraphs 2.1 and 2.2 of this Agreement. Prior written notice of repair will be given to the other parties with the Port's estimates for the repairs. If estimates for repairs necessitated by a single incident exceed \$10,000, or if the cost of repairs for more than one incident necessitating repair within a calendar year exceed \$10,000, written approval from the City and County are required before work may commence on the repairs, ~~when it was not reasonably apparent that the aggregation of repairs would exceed \$10,000.~~ *WJ MD EdH -*

(e) The Port shall hold harmless from and indemnify the County and City against all claims, losses, suits, actions, costs, 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, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with an action, error or omission of the Port, Port's employees, agents or subcontractors, arising out of this Agreement.

### SECTION 3 IMPROVEMENTS

#### 3.1 Phase Three Improvements.

(a) The Port shall promptly commence and diligently pursue to completion the Phase Three improvements to the Premises substantially as set forth in Attachment B Hereto. In the course of completing the Phase Three Improvements, the Port shall expend no less than \$300,000 of its own separate funds in addition to the \$150,000 IAC funds which must also be spent entirely on the Phase Three Improvements.

(b) The County shall reimburse the Port \$75,000 toward the cost of the Phase Three Improvements including in water and park portions but excluding street and access improvements upon receipt of satisfactory evidence the Port has spent at least \$600,000 on the Phase Three Improvements and those improvements are operable and of benefit to the public.

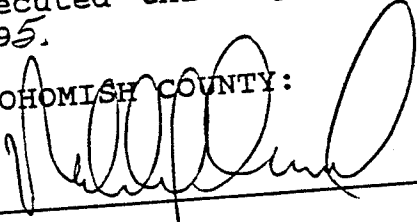
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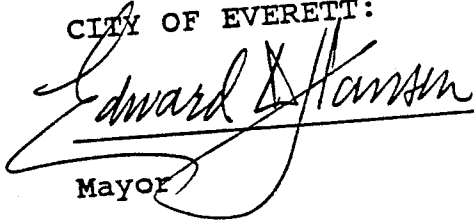
(d) In no event shall the County or the City be obligated to pay any amount exceeding \$75,000 each toward the cost of completing the Phase Three Improvements, consisting of in-water structures and improvements to the Park and parking areas.

(e) The entrance road to the premises must be improved to City standards as a condition of the shoreline substantial development permit. This cost will be paid from the Port's financial commitment as identified hereinbefore.

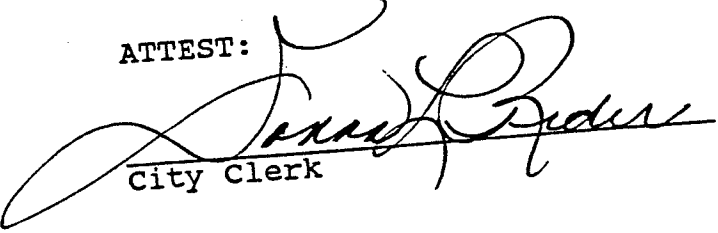
**3.2 Additional Improvements.** The Port, City or County may propose additional development plans for the recreation site after consulting with other parties to this Agreement concerning the feasibility of such development. The costs of preparing such development plans will be borne entirely by the initiating agency unless a written agreement to share such costs is approved by all parties prior to the incurring of any costs. Future development plans for the recreation site shall be first approved by the other agencies prior to initiating construction, improvement or installation. The preparation of proposed development plans does not obligate the initiating agency to proceed with construction.

Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement this 15<sup>th</sup> day of February, 1995.

SNOHOMISH COUNTY:  
  
County Executive

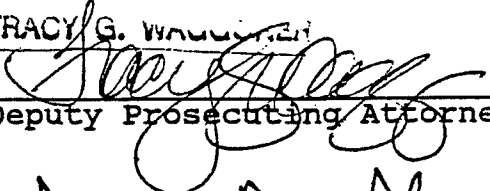
CITY OF EVERETT:  
  
Mayor

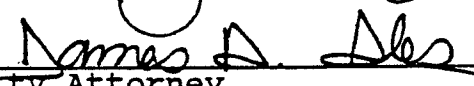
PORT OF EVERETT  
  
Executive Director

ATTEST:  
  
City Clerk

APPROVED AS TO FORM:

TRACY G. WINDGREN

  
Deputy Prosecuting Attorney

  
City Attorney

  
Port District Attorney

## ATTACHMENT A

### 10TH STREET BOAT LAUNCH

### AGGREGATE DESCRIPTION FOR LANDS

That portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14th Street in the City of Everett; thence N89 52' 00"W, along the Monument Line of 14th Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15' 00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way for 1831.53 feet; thence N89 52' 00"W, for 732.94 feet to the True Point of Beginning; thence S0 08' 00"W, for 350.00 feet; thence N89 52' 00"W, for 1393.05 feet to an intersection with the Government Harbor or Pierhead line, thence N3 49' 50"E, along said Government Harbor or Pierhead line, for 709.47 feet; thence S89 52' 00"E for 1347.26 feet; thence S0 08' 00"W, for 358.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and utilities over, under, across, through and upon that portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14th Street in the City of Everett; thence N89 52' 00"W, along Monument Line of 14th Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15' 00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way, for 1831.53 feet to the True Point of Beginning of this description; thence N89 52' 00"W for 732.94 feet; thence N0 08' 00"E for 60.00 feet; thence S83 52' 00"E for 647.10 feet to the point of a curve of a curve to the left having a radius of 100.00 feet; thence easterly, along the arc of said curve to the left and consuming a central angle of 56 25' 46", an arc distance of 98.49 feet; thence N33 42' 14"E for 93.87 feet to the point of curve of a curve of said curve to the right having a radius of 50.00 feet; thence easterly, along the arc of said curve to the right and consuming a central angle of 51 52' 53", an arc distance of 45.28 feet to an intersection with the westerly margin of Norton Avenue, said westerly margin being the arc of a curve having a radius of 6074.65 feet and from which intersection the radius point of the latter said curve bears N85 35' 07"E; thence southerly, along the westerly margin of Norton Avenue and the arc of the latter said curve, being a curve to the left, to an intersection with the westerly line of that certain triangular parcel of land containing 16/100 acres more or less, being that parcel of land formerly belonging to the C.B. Lumber & Shingle Company in front of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East N.M. and conveyed to Jamison Mill Company by deed dated November 4, 1926, and recorded in Volume 232 of Deeds, page 378, records of Snohomish County; thence southwesterly, along the westerly line of said certain triangular parcel of land, to a point which bears S89 52' 00"E from the True Point of Beginning; thence N89 52' 00"W to the True Point of Beginning.

## ATTACHMENT B

[Description of Phase III Improvements]

### Project Scope:

1. The Shoreline Permit issued for the Boat Launch allowed for the following elements to be constructed:

- A. Rearranging the existing 3 launch floats (2 launch lanes per float) and adding 4 new launch floats (bringing the total launch lanes to 13)
- B. Dredging 12,000 cubic yards to enlarge the entrance basin, and providing a breakwater and guest floats.
- C. Construction of a new dock for the Jetty Island Ferry.
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- F. Provision of landscaping in the auto-trailer parking area.
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- H. Development of a multi-use area for festivals, overflow parking for boaters, and kite flying.
- I. A pedestrian/bike path from the Park to West Marine View Drive.
- J. Upgrade the entrance road to city standards.

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Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement this 15<sup>th</sup> day of February, 1995.

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\_\_\_\_\_  
County Executive

CITY OF EVERETT:

  
\_\_\_\_\_  
Mayor

PORT OF EVERETT

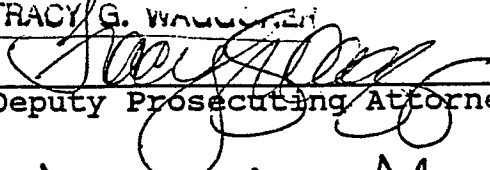
  
\_\_\_\_\_  
Executive Director

ATTEST:


  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

TRACY G. WOODRUM

  
Deputy Prosecuting Attorney

James A. DeS  
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