


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
License Agreement with Marysville School District for Trail Parking at Marysville Getchell High School Lot E	
PREPARED BY:	DIRECTOR APPROVAL: 
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
License Agreement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1601	N/A
SUMMARY:	

In the summer of 2021, the Centennial Trail Connector project extended the existing Bayview Trail 1.3 miles, and connected the trail to the Snohomish County owned Centennial Trail. The lack of available parking in this area necessitated a parking area for public trail use.

The Marysville School District has agreed to allow for the public's use of the school owned Parking Lot E, located just west of the entrance to Marysville Getchell High School. The public will use the parking lot only on non-school days and hours.

In return for the use of the parking lot, the City has agreed to perform several maintenance activities to Parking Lot E, including vegetation removal, grading and striping prior to use of the parking lot and on an annual basis.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the attached License Agreement with Marysville School District for Trail Parking at Marysville Getchell High School Lot E.

PROPOSED MOTION: I move to authorize the Mayor to sign and execute the License Agreement.

**LICENSE AGREEMENT FOR TRAIL PARKING AT
MARYSVILLE GETCHELL HIGH SCHOOL LOT E**

THIS LICENSE AGREEMENT (“Agreement”), is made and entered into as of the date set forth below by and between the City of Marysville (the “City”), a Washington municipal corporation, and Marysville School District No. 25 (the “District”), a political subdivision of the State of Washington.

RECITALS

WHEREAS, it is in the public interest to maximize the use of public facilities; and

WHEREAS, joint use of public facilities ensures better utilization of resources, and avoids duplication of facilities, thereby saving tax monies; and

WHEREAS, the District owns undeveloped real property located at or near Marysville Getchell High School in Marysville, Washington, with parcel numbers 30052400200500 and 30052400200700 (collectively, the “Property”); and

WHEREAS, pursuant to that Conveyance Agreement by and between the City and the District dated November 6, 2020 and as further described therein, the District conveyed to the City certain perpetual non-exclusive easements over portions of the Property as depicted on Exhibit A, for purposes of the City constructing and maintaining a community recreational trail connection thereon (the “Trail”); and

WHEREAS, the City now desires to secure public parking to accommodate the public’s use of the Trail; and

WHEREAS, the District owns undeveloped real property with some parking lot features located on a portion certain property having a parcel number of 30052300102100 and commonly known as “Lot E” of Marysville Getchell High School, which is adjacent to the Trail and depicted on Exhibit B; and

WHEREAS, the City desires a license, on behalf of the public, from the District to allow for public parking during non-school hours on Lot E to accommodate pedestrian access to the Trail (the “Trail Use Parking”); and

WHEREAS, the District is willing to grant a non-exclusive license to the City, for the benefit of the public, for the Trail Use Parking subject to certain terms and conditions, all as set forth below; and

WHEREAS, certain improvements as further described herein (the “Parking Improvements”) are required for Lot E to be used for the Trail Use Parking; and

WHEREAS, the City agrees to conduct the Parking Improvements as part of the consideration for this Agreement; and

WHEREAS, the City and the District desire to enter into this Agreement to establish the terms of the Trail Use Parking, all as set forth herein.

NOW THEREFORE, in consideration of the promises and commitments contained herein, the Parties hereto agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to establish the terms that will govern the terms of the Parking Improvements and the Trail Use Parking.
2. **LICENSE.** The District grants to the City for the benefit of the public, a non-exclusive temporary license for the development, maintenance, and use of Lot E for vehicle parking to accommodate pedestrian access to the Trail during the term of this Agreement, all as described in this Section 2 (the “Licensed Use”). In addition to public parking upon and walking, biking, or rolling ingress and egress over Lot E to the Trail, the Licensed Use shall include the right, permit, license, and easement, together with rights of ingress and egress, of the City and its employees, contractors, agents, permittees and licensees, to use and occupy Lot E for the purposes of completion and maintenance of the Parking Improvements as more specifically set forth in Section 4 below. The Licensed Use is limited to non-school days and non-school hours on school days with no parking at any time after 10:00 p.m. and before 5:00 a.m., and the City shall make reasonable efforts to regulate and enforce the same.
3. **TERM.** The term of this Agreement shall commence on the date of execution and continue in full force and effect for a period of ten (10) years, subject to the termination rights in Section 7, below.
4. **CITY OBLIGATIONS.** In exchange for the District’s grant of the Licensed Use, the City agrees, at its sole cost and expense, to the following obligations:
 - (a) To construct the Parking Improvements, which shall consist of the following specifications:
 - i. Cover the entire area of Lot E with two (2) inches of new recycled asphalt, including over any existing recycled asphalt thereon to remove any existing potholes;

- ii. Remove the existing vegetation from the west side of Lot E;
- iii. Re-stripe Lot E for vehicle parking purposes;
- iv. Remove the existing sign on Lot E and return it to the District; and
- v. Install two (2) signs on one sign pole within Lot E, which state the rules and regulations for the Trail Use Parking on Lot E including, without limitation, the limited hours of use.

Prior to the start of any construction of the Parking Improvements, the City shall provide the District with complete design documents and the District shall have ten (10) days to provide the City with comments and the City shall amend the design documents to reasonably address the same. The City shall provide the District with at least five (5) days' notice prior to commencement of the construction work and shall coordinate any and all work with the District in order to avoid interference with student access and parking at Marysville Getchell High School. Without limiting the foregoing, the City's construction work shall not be performed on a school day without the District's express authorization.

- (b) To maintain and repair the Parking Improvements on an annual basis to ensure that the condition of Lot E is consistent with the initial construction of the Parking Improvements.
- (c) Without limiting any term herein, the City shall, at its sole cost and expense, secure all necessary permits and approvals required for the construction and/or maintenance of the Parking Improvements. Without limiting the foregoing and without limiting the City's indemnification obligations herein, the City shall comply with all industry standards and requirements relating to work in or near critical areas.
- (d) The District shall have the right to inspect the City's construction and maintenance of the Parking Improvements. In the event the District identifies any need for correction or completion, it shall immediately notify the City of the specific concern and the City shall address such concern within a reasonable time period.
- (e) The City shall complete the Parking Improvements in a lien-free, workmanlike manner.
- (f) The City shall not permit any noxious odors or hazardous, toxic or dangerous substances to be emitted from, deposited on or released under Lot E by or at the behest of the City.
- (g) The City agrees that it is entering into this Agreement and agreeing to perform the Parking Improvements on Lot E having fully inspected Lot E and taking it AS IS, WHERE IS condition WITHOUT WARRANTIES BY THE DISTRICT OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

The City's construction of the Parking Improvements as required by this Section 4 shall be complete no later than November 1, 2021 or this Agreement shall expire automatically and have no further force or effect other than the City's indemnification requirements in Section 5 below.

5. INDEMNIFICATION AND HOLD HARMLESS. The City shall defend, indemnify, and hold the District harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of the City's rights, including without limitation public use as set forth in Section 2 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the City and the District, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.
6. IMPROVEMENTS BY DISTRICT. No City approval or consultation shall be required if the District seeks to make improvements or repairs to Lot E; provided that, such improvements or repairs shall not obstruct the City's rights hereunder and the District agrees to coordinate any such improvements or repairs with the City in order to best minimize interference with the Trail Access Use.
7. TERMINATION. This Agreement may be terminated by either party upon the filing of at least ninety (90) days' advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. Notwithstanding the foregoing, the Agreement shall terminate automatically upon any casualty event that renders Lot E unusable where the District, in its sole and absolute discretion, decides not to repair or replace the parking improvements upon Lot E. The obligations under Section 5, Indemnification/Hold Harmless, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.
8. NO INTEREST IN REAL PROPERTY. This Agreement does not and shall not be deemed to convey any interest in the underlying real property that is subject to the nonexclusive license right provided herein. The City, on behalf of itself and the public, hereby disclaims any ownership interest in Lot E and acknowledges that this Agreement grants limited access rights only in Lot E.
9. NO ASSIGNMENT. The City shall have no ability to assign or transfer its rights or obligations and obligations hereunder. Any attempt to assign or transfer this Agreement shall render it immediately null and void.
10. AUTHORITY. Each party to this Agreement represents and warrants to the other party that it is authorized to do the things contemplated by it herein and that it has obtained all authorizations and approvals as necessary and appropriate for purposes of execution of this Agreement.
11. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.

12. JURISDICTION AND VENUE. Snohomish County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the exclusive venue for any such litigation shall be in Snohomish County.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DISTRICT NO. 25

By _____

By _____

Date _____

Date _____

APPROVED AS TO FORM:

By _____

_____, City Attorney

EXHIBIT A

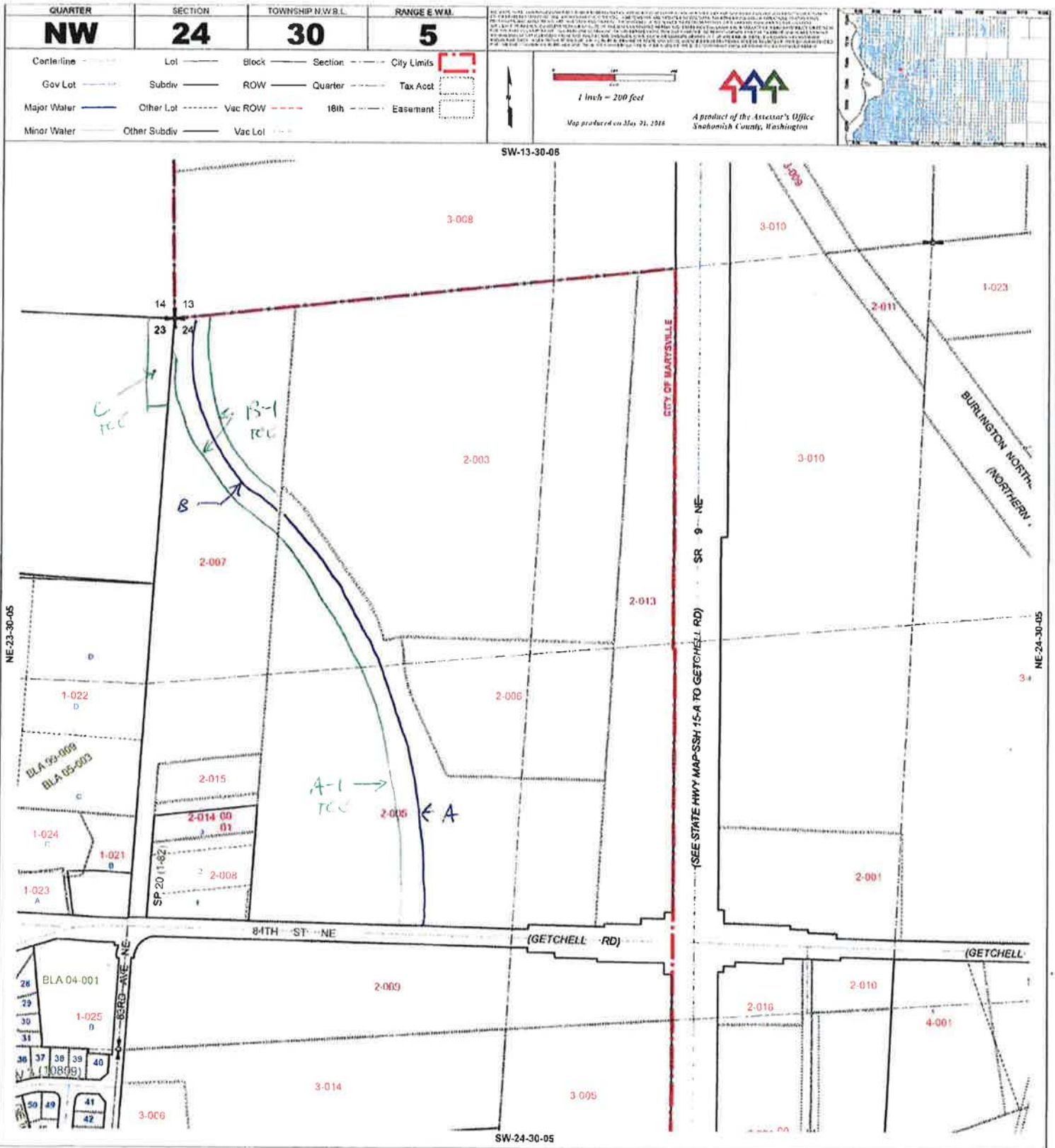








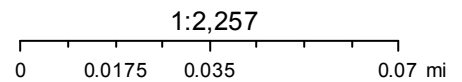


EXHIBIT B



City of Marysville

-  Parcels
-  Red: Red
-  Green: Green
-  Blue: Blue
- City limits**
-  ARLINGTON
-  EVERETT
-  LAKE STEVENS
-  MARYSVILLE



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