

**Project title:** Authorize the Mayor to Sign Amendment Number 1 to the Property Use Agreement with the Everett School District Regarding Doyle Park in Substantially the Form Provided

**Council Bill #**

**Consideration:** Agreement

**Agenda dates requested:**

**Project:** Doyle Park Property Use Agreement Amendment

Briefing  
Proposed action  
Consent 07 April 21  
Action  
Ordinance  
Public hearing  
Yes X No

**Partner/Supplier:** Everett School District

**Location:** Doyle Park

**Preceding action:** Property Use Agreement - 19 November 1996

**Fund:** N/A

**Fiscal summary statement:**

N/A

**Project summary statement:**

This Amendment between the City of Everett and the Everett School District memorializes the desire of the parties to amend the termination clause in an existing agreement pertaining to Doyle Park.

**Budget amendment:**

Yes X No

The City and the District are parties to a Property Use Agreement dated November 19, 1996. The Agreement concerns property known as Doyle Park. The City and the District desire to amend the Agreement for the purpose of formalizing their agreement regarding capital improvements made by the City to the property.

**PowerPoint presentation:**

Yes X No

The amendment would require the School District, if notice of termination of the agreement is provided by the School District, to pay to the City a "Termination Payment". The "Termination Payment" is the value of all improvements made to the property by the City after March 1, 2021 that remain on the property after the termination date. For purposes of determining the value of an improvement, the parties agree that an improvement's value is deemed to be the City's cost to construct the improvement depreciated on a straight-line basis for 15 years.

**Attachments:**

Amendment

**Department(s) involved:**

Parks  
Legal  
Administration

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8901

**Email:**

bleonard@everettwa.gov

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign Amendment number 1 to the property use agreement with the Everett School District regarding Doyle park in substantially the form provided.

**Initialed by:**

RML

Department head

Administration

Council President

**AMENDMENT NO. 1  
PROPERTY USE AGREEMENT REGARDING DOYLE PARK**

This Amendment No. 1 (this “Amendment”), dated this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”), and Everett School District No. 2 (“District”) memorializes the desire of the parties to amend the termination clause in an existing agreement pertaining to Doyle Park as follows.

**RECITALS**

A. The City and the District are parties to a Property Use Agreement dated November 19, 1996 (the “Agreement”). The Agreement concerns property known as Doyle Park which is described as:

Lots 17 through 30, Block 826, Plat of Everett Division "H", County of Snohomish.

This property is referred to in this Amendment as the “Property.”

B. The City and the District desire to amend the Agreement for the purpose of formalizing their agreement regarding capital improvements made by the City to the property.

**AGREEMENT**

The City and District agree as follows:

1. The Agreement is hereby AMENDED as follows. The sentence in such paragraph reading: “The agreement shall remain in effect until either party provides at least 90 days written notice of its intent to terminate the agreement” is DELETED and REPLACED with the following:

The agreement shall remain in effect until either party provides at least 90 days written notice of its intent to terminate the agreement. If such notice is provided by the District, then, in order for such termination to be effective, the District must pay to the City a Termination Payment no later than the termination date of the agreement. The “Termination Payment” is the value as of the termination date of the agreement of all improvements made to the property by the City after March 1, 2021 that remain on the property after the termination date. For purposes of determining the value of an improvement, the parties agree that an improvement’s value is deemed to be the City’s cost to construct the improvement depreciated on a straight-line basis for 15 years. (For example, this means that an improvement that cost \$100,000 would have \$50,000 value 7.5 years after construction and zero value on the 15th anniversary of construction.)

2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

*(signatures on following page)*

**EVERETT SCHOOL DISTRICT**  
A MUNICIPAL CORPORATION

**CITY OF EVERETT**  
**WASHINGTON**

By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date