

ORIGINAL

Clerk's Receiving

No. 241

Date 10/28/96

J. Mathali

Res. 115

Joint Cooperation Agreement
Between King County and the City of Shoreline
Relating to the Ownership, Funding, Operation and Maintenance
of Certain Park Property: the Shoreview Park Site

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

I. PREAMBLE

King County and the City of Shoreline are mutually desirous of allowing the recently incorporated City of Shoreline significant community input into the development and operation of the King County Parks site known as the Shoreview Park site, located at Innis Arden Way at NW 165th, more particularly described on Attachment "A" hereto and made a part hereof. The County has provided certain funds in its Capital Improvement Program budget for development of this site, hereinafter referred to as the "Project". This agreement is made pursuant to RCW 39.34, the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

II. COUNTY RESPONSIBILITIES

1. Within thirty (30) days of the execution of this agreement by the parties, King County agrees to transfer the remaining project funds to the City, to be used exclusively for the development of the Shoreview site as a public park, said project to encompass development further described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The amount available is expected to be approximately \$829,710, or the remaining balance of funds in King County Capital Improvement Project Numbers 316491 and 316492, whichever is less. The parties acknowledge that the available funds may not be sufficient to complete the full scope of the improvements envisioned for the Project. No additional funds are committed to the Project, and the parties acknowledge that this one time transfer of funds constitutes the entire and complete amount of County funds which will be available for the Project.

III. CITY RESPONSIBILITIES

1. Upon execution of this agreement by both parties, the City agrees to proceed with the development of the property known as Shoreview site as a public park.

2. Upon execution of this agreement by both parties, the City agrees to assume full and complete responsibility for capital repairs and improvements of the Shoreview park site as described in Attachment "A", and for administration of the Project. These responsibilities include, but are not limited to hiring and control of personnel, contracting for design, engineering or construction services, standards of personnel, payroll, and ordering of and payment for supplies and equipment.

IV. USE OF FUNDS

1. The City agrees to use the funds transferred by the County for the improvement of the Shoreview park site, and for no other purpose. Such use may include design, project management, project administration and construction purposes.

2. In the event the City is prohibited from completion of the project at Shoreview Park, said funds may be used to complete the project and construct a similar facility at another park site within the City of Shoreline. Such use may include design, project management, project administration and construction purposes.

3. The City agrees to refund in full any King County funds transferred for Shoreview capital improvement purposes and used for purposes not authorized by this section, plus interest at the legal rate.

V. DURATION

This Agreement shall be effective upon execution and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

VI. INDEMNIFICATION

1. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

VII. AUDITS AND INSPECTIONS

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole

expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

VIII. WAIVER AND AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

IX. DEFAULT.

1. In the event the City violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement. Time is of the essence of this agreement.

2. In the event the County violates any of the conditions of this Agreement, the City shall be entitled to specific performance of the Agreement.

3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.

X. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

XI. RELATIONSHIP OF THE PARTIES

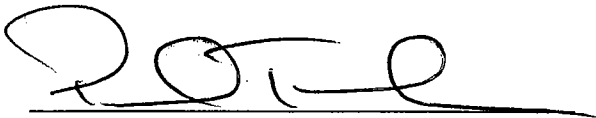
1. The intent of the parties is that the City shall serve as the capital project manager and administrator for the development of the property described above. The County will provide limited funds, as detailed above, to assist in the development of the park site. The City shall also assume responsibility for all operations and maintenance of the park, as described in Section III above.

Joint Cooperative Agreement: Shoreview Park

2. The City shall be responsible for following all applicable Federal, State and local laws in the administration of this project, and assures their procedures are consistent with laws relating to public contract bidding procedures, affirmative action, King County Minority/Women's Business Enterprise, nondiscrimination and fair employment rules and regulations. The County neither incurs nor assumes any responsibility for the City's bid, award or construction process.

IN WITNESS WHEREOF, the parties have executed this Agreement.

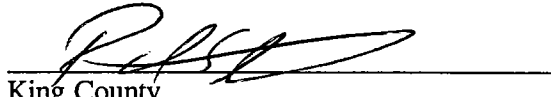
King County



King County Executive

6-6-97
Date

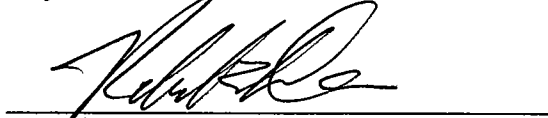
Approved as to Form



King County
Deputy Prosecuting Attorney

6-2-97
Date

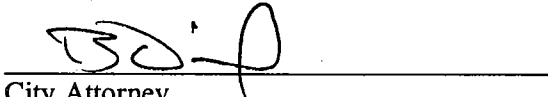
City of Shoreline



City Manager

5/25/97
Date

Approved as to Form



City Attorney

10/28/96
Date

Project: 316491 Shoreview Park Restroom

Council District(s): 1 CIP Planning Area(s): SHORELINE

Description:
This project will fund construction of a handicap accessible restroom, paved parking lot, and paved walkways at Shoreview Park.

Status:
In permits phase.

Project Comparison (vs. Last Council Approval)

- No Changes
 To Be Abandoned
 To Be Merged
 Total Cost Change
 Site Change
 New
 Revenue Change
 Scope Change
 Schedule Change
 In-House Labor 003

Cost Data:
 Cost Estimate (1989): \$253,018
 Net Annual Operating Costs: Not available

Project Data:

FUND 3160 PARKS, REC AND OPEN SPACE
 DEPARTMENT 0346 PARKS-316/PKS, REC & OPEN SP
 FUNCTION 53300 PARKS & RECREATION
 SERVICE 53320 PARKS CIP
 PROGRAM 53324 PARKS CIP 4TH DISTRICT

DEPARTMENT PRIORITY REQUEST 0
 LOCATION - 3RD AVE NW & NW 175TH ST
 CURRENT PROJECT COST ESTIMATE
 EXPENDED & APPROPRIATED (INC RECOMMENDED)
 FUTURE FUNDING REQUIRED TO COMPLETE PROJECT

PRINTED FEBRUARY 1995

236370
236370
0

5 MONTH ACTUAL EXPENDITURES 19672

OPTION	EXPENDITURES TO 12/31/93 (A)	94 BUDGET (B)	95 ADOPTED (C)	EXP+BUDGET+ ADOPTED (A+B+C)	* PROGRAM PROJECTIONS IN THOUSANDS *					PROGRAM TOTAL	OPTION ACCOUNT TOTAL
					96	97	98	99	**		
*** EXPENDITURE SOURCES											
001 () PRELIM ENGINEERING	28269	27056	0	55325	0	0	0	0	0	0	55325
003 () CONSTRUCTION	184	123716	0	123900	0	0	0	0	0	0	123900
008 () COUNTY FORCE ACQ R/W	4083	0	0	4083	0	0	0	0	0	0	4083
009 () CONST ADMIN/ENGINEER	39664	13398	0	53062	0	0	0	0	0	0	53062
EXPENDITURE TOTALS	72200	164170	0	236370	0	0	0	0	0	0	236370
*** REVENUE SOURCES											
39789 (A) CONTRBTN-REAL ESTATE TAX	0	164170	0	164170	0	0	0	0	0	0	164170
49999 (A) PRIOR YEARS REVENUE	72200	0	0	72200	0	0	0	0	0	0	72200
REVENUE TOTALS	72200	164170	0	236370	0	0	0	0	0	0	236370
REVENUE AVAILABLE	236370										
REVENUE PENDING			0								



ATTACHMENT "A"

CAPITAL IMPROVEMENT PROGRAM

Project: 316492 Shoreview Park Ph 2

Council District(s): 1 CIP Planning Area(s): SHORELINE

Status:

In permits phase.

Description:

This project will fund phase 2 design and construction at Shoreview Park. The scope of this project includes: (1) construction of one combination softball/youth baseball field and one regulation baseball field; (2) replacement of the existing irrigation system; (3) expanded parking; and (4) development of an expanded system of pathways in the park.

Shoreline Community College, and a coalition of little league organizations have contacted the county and expressed their intention to raise \$100,000 in 1991 toward ballfield construction costs.

The 1992 budget will fund design and construction of two ballfields, replacement of an existing irrigation system, expanded parking, and development of an internal pathway system.

Project Comparison (vs. Last Council Approval)

- No Changes
 To Be Abandoned
 To Be Merged
 Total Cost Change
 Site Change
 New
 Revenue Change
 Scope Change
 Schedule Change
 In-House Labor 003

Cost Data:

Cost Estimate (1990): \$701,140
 Net Annual Operating Costs: not available

Project Data:

FUND 3160 PARKS, REC AND OPEN SPACE
 DEPARTMENT 0346 PARKS-316/PKS,REC&OPEN SP
 FUNCTION 53300 PARKS & RECREATION
 SERVICE 53320 PARKS CIP
 PROGRAM 53324 PARKS CIP 4TH DISTRICT

DEPARTMENT PRIORITY REQUEST 0
 LOCATION - INNIS ARDEN WY @ NW 165TH & GR
 CURRENT PROJECT COST ESTIMATE
 EXPENDED & APPROPRIATED (INC RECOMMENDED)
 FUTURE FUNDING REQUIRED TO COMPLETE PROJECT

PRINTED FEBRUARY 1995

920782
920782
0

5 MONTH ACTUAL EXPENDITURES 11050

OPTION	EXPENDITURES TO 12/31/93 (A)	94 BUDGET (B)	95 ADOPTED (C)	EXP+BUDGET+ADOPTED (A+B+C)	* PROGRAM PROJECTIONS IN THOUSANDS *					PROGRAM TOTAL	OPTION ACCOUNT TOTAL
					96	97	98	99	**		
*** EXPENDITURE SOURCES -											
001 () PRELIM ENGINEERING	73134	18937	0	92071	0	0	0	0	0	0	92071
003 () CONSTRUCTION	6958	784113	0	791071	0	0	0	0	0	0	791071
005 () CONTINGENCY	0	11627	0	11627	0	0	0	0	0	0	11627
008 () COUNTY FORCE ACQ R/W	6038	0	0	6038	0	0	0	0	0	0	6038
009 () CONST ADMIN/ENGINEER	19975	0	0	19975	0	0	0	0	0	0	19975
EXPENDITURE TOTALS	106105	814677	0	920782	0	0	0	0	0	0	920782
*** REVENUE SOURCES -											
33875 (A) SHRD COST-CULT & REC FAC	0	100000	0	100000	0	0	0	0	0	0	100000
39776 (A) CONTRBTN-REET #2	0	0	315000	315000	0	0	0	0	0	0	315000
39780 (A) CONTRBTN-CURRENT EXPENSE	0	330158	-315000	15158	0	0	0	0	0	0	15158
39789 (A) CONTRBTN-REAL ESTATE TAX	0	384519	0	384519	0	0	0	0	0	0	384519
49999 (A) PRIOR YEARS REVENUE	106105	0	0	106105	0	0	0	0	0	0	106105
REVENUE TOTALS	106105	814677	0	920782	0	0	0	0	0	0	920782
REVENUE AVAILABLE	920782										
REVENUE PENDING				0							

CAPITAL IMPROVEMENT PROGRAM



CONTRACT REVIEW/APPROVAL ROUTING FORM

- INSTRUCTIONS:**
1. A minimum of three (3) copies of the agreement document must be attached to this worksheet.
 2. Amendments/change orders to agreements must include one (1) copy of the original agreement, along with a minimum of three (3) copies of the actual amendment/change order.
 3. All copies of the agreement should be signed by the contractor prior to initiation of this review process.
 4. All data requested on the worksheet must be provided, including expiration date and the authorized original total dollar amount (estimate both, if necessary).
 5. Upon completion of the review process, two (3) copies of the executed agreement will be distributed as follows: (1) to the department, who should then forward the copy back to the contractor. (2) copies forwarded to City Clerk's Office.

RECEIVED

MAY 14 1997

CITY OF SHORELINE

CONTRACT DESCRIPTION

Contract Originator Lynn M. Devoir
 Department/Division Parks, Recreation + Cultural Services Date: 10/29/96

- Type of Contract:
- | | | |
|--|--|--|
| <input type="checkbox"/> (C) Construction | <input type="checkbox"/> (G) Purchase of Goods | <input checked="" type="checkbox"/> (I) Intergov't Agreement |
| <input type="checkbox"/> (P) Personal Svcs | <input type="checkbox"/> (L) Lease Agreement | <input type="checkbox"/> (O) Other |
| <input type="checkbox"/> (A) Addendum | <input type="checkbox"/> (W) Public Works | <input type="checkbox"/> (S) Purchase of Services |
| | | <input type="checkbox"/> (GR) Grants |

Contract Modification: _____

Bid/RFP Number: 241 - Res. 115 Escrow Acct. Set Up: Yes No

Brief Description: Shoreview Park C.I.P.

Name of Contractor, Lessor, Vendor: King County

Employer ID or SS # (required for Professional Services Contracts): _____

Effective Date: ~~11/97~~ 6/1/97 Termination Date: 12/31/97

Total Amount of Contract: \$829,710 Chargeable Program #: _____

Source of Funds: County

Payment Terms (monthly installments, progress payments, etc.): one time payment

Remarks: _____

SIGNATURE ROUTE: (Determined by Purchasing Mgr.)	<input checked="" type="checkbox"/> 1. Department Head <u>Lynn M. Devoir</u> Date <u>10/29/96</u>	<input checked="" type="checkbox"/> 6. City Clerk <u>R.A. Rose</u> Date <u>5/29/96</u>
	<input checked="" type="checkbox"/> 2. Purchasing Mgr. <u>[Signature]</u> Date <u>10/29</u>	<input checked="" type="checkbox"/> 7. City Council (if required) <u>Already approved</u>
	<input checked="" type="checkbox"/> 3. Budget Mgr. <u>[Signature]</u> Date <u>10/30</u>	<u>5/21/97 by Council (10/1/96)</u>
	<input checked="" type="checkbox"/> 4. City Attorney <u>[Signature]</u> Date <u>10/30</u>	
	<input checked="" type="checkbox"/> 5. Purchasing Mgr. <u>[Signature]</u> Date <u>10/30</u>	<input checked="" type="checkbox"/> 8. City Manager <u>[Signature]</u> Date <u>5/29/97</u>

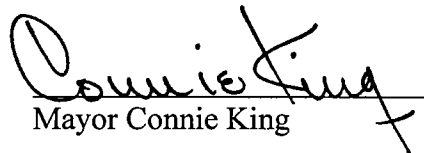
RESOLUTION NO. 115

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT COOPERATION AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SHORELINE RELATING TO THE OWNERSHIP, FUNDING, OPERATION AND MAINTENANCE OF CERTAIN PARK PROPERTY: THE SHOREVIEW PARK SITE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. Authorization. The City Manager or designee is authorized and directed to execute on behalf of the City a joint cooperation agreement between King County and the City of Shoreline Relating to the ownership, funding, operation and maintenance of certain park property: the Shoreview Park Site, which agreement has been filed with the City Clerk and given Clerk's Receiving Number 241.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 21, 1996.


Mayor Connie King

ATTEST:


Sharon Mattioli, CMC
City Clerk