

Shoreline City Clerk

Receiving #

1534

I-01-015

**Washington State
Interagency Committee
for Outdoor Recreation
(IAC)**

Filed with 1532, 1533,
1534, 1535, 1536


FILED
AUG 15 2001
CITY CLERK
CITY OF SHORELINE



Memorandum

DATE: July 17, 2001

TO: Steve Burkett, City Manager
Larry Bauman, Assistant City Manager

FROM: Wendy Barry 

RE: IAC Project Amendments to change IAC Project Sponsor for Twin Ponds Park and Shoreview Park from King County Parks to City of Shoreline

ACTION: Your signature is requested

As you are aware, King County Parks received Interagency Committee for Outdoor Recreation (IAC) funds for Twin Ponds Park and Shoreview Park. By accepting funds from IAC, King County entered into a project agreement with IAC that impacts how the properties with specific contractual obligation regarding how the properties will be managed and used over time. After incorporation of the City of Shoreline, King County transferred its parks to the City of Shoreline. However, they did not transfer the IAC Project Sponsor status to the City.

You will find IAC project amendments to change the Project Sponsor for Twin Ponds Park and Shoreview Park enclosed for your signature.

These are three way agreements between IAC, King County and the City of Shoreline. The City Attorney has reviewed the agreements and approved as to form.

There are three original copies of each of the following agreements with signature lines marked for your convenience.

1. South Central Shoreline Park – Twin Ponds D, IAC #78-079D Amendment #2.00
2. South Central Shoreline Park – Twin Ponds A, IAC #68-130A Amendment #2.00
3. Highland Community Park – Shoreview Park, IAC #74-017A, Amendment #6.00
4. Highland Addition – Shoreview Park, IAC #78-060A, Amendment #1.00
5. Shoreview Athletic Complex, IAC #81-032D, Amendment #1.00

Please return all copies to me for distribution. Thank you.



I-01-015

1532, 1533, 1534

Contract # 1535, 1536
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Wendy Barry
Department/Division: PRCS **Date:** 7/18/01

- Type of Contract:**
- (C) Building Construction
 - (A) Addendum/Change Order
 - (GR) Grants
 - (L) Lease Agreement
 - (W) Public Works
 - (S) Purchase of Services (all types)
 - (I) Intergov't Agreement
 - (O) Other

CONTRACT TITLE: IAC Project Amendments

Brief Description of Services: Transfer project sponsor for Twin Ponds and Shoreview Parks from King County Parks to City of Shoreline

Contract Modification: Has the original contract boilerplate language been modified? **N** **Y** If yes, list which sections have been modified. N/A

Bid/RFP Number: N/A

Name of Consultant/Contractor: Interagency Committee for Outdoor Recreation (IAC)

Effective Date: _____ **Termination Date:** _____

Total Amount of Contract: N/A **OrgKey # & Object #** N/A
 (including reimbursable expenses) **J/L # (if required)** _____

Is there sufficient funds in the current budget to cover this contract? **Y** **N** If no, from where are the additional funds coming? N/A

Payment Terms (monthly installments, progress payments, etc.): N/A

Remarks: _____
(If you need more space, please use page 2 of this form)

SIGNATURE ROUTING:

- 1. Project Manager/Director
- 2. Risk Mgmt/Budget
- 3. City Attorney
- 4. Send to Consultant for signature (only send contract documents)
- 5. City Council Approval (if required)

Wendy Barry
7/19/01
7/19/01
N/A
 (mo/day/year)

- 6. City Manager (if required)
- 7. Dept. Director (if authorized)
- 8. City Clerk cus 8/15/01
- 9. Purchasing

FILED
 AUG 15 2001
 CITY CLERK
 CITY OF SHORELINE

Interagency Committee for Outdoor Recreation

360/902-3000
360/902-3026 (fax)
email: info@iac.wa.gov

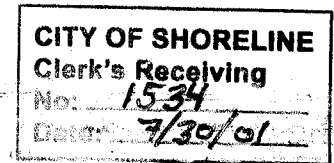


Salmon Recovery Funding Board

360/902-2636
360/902-3026 (fax)
email: salmon@iac.wa.gov

STATE OF WASHINGTON

OFFICE OF THE INTERAGENCY COMMITTEE
1111 Washington Street SE
PO Box 40917
Olympia, WA 98504-0917



April 2, 2001

APR 10 2001

Department of Parks
and Recreation

Susan Strandberg
King County Parks and Recreation
2040 84th Avenue SE MS 1B
Mercer Island, WA 98040

RE: Highlands Addition – Shoreview Park, IAC #78-060A,
Amendment #1.00

Dear Ms. Strandberg:

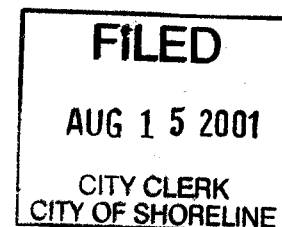
This is a response to your request to amend the above-referenced Project Agreement. We have reviewed the circumstances and pertinent RCWs, WACs and program policies as they relate to your request. As a result, I am approving an amendment to the Highlands Addition – Shoreview Park.

Enclosed are three original amendments to the Project Agreement. Please sign each amendment and forward all three to the City of Shoreline for signature. Shoreline should sign all three copies, retain one original, return one to the county for your records and return one original to the IAC. If you have any questions, please call Darrell Jennings at 360/902-3020 or send an email to darrellj@iac.wa.gov.

Sincerely,

Marguerite Austin
Acting Manager, Project Services Division

Enclosures





CITY OF SHORELINE
Clerk's Receiving
 No: 1534
 Date: 7/30/01

Amendment to IAC Project Agreement

Project Sponsor: King Co Parks & Rec

Project Number: 78-060A

Project Title: Highlands Addition (Shoreview Park)

Amendment Number: 1

Amendment Type: Project Sponsor Change

Amendment Description:

Subsequent to a transfer by King County Parks and Recreation of its interest in the above referenced project property to the City of Shoreline, who will manage the property as a public recreation area under the terms of this agreement, the Project Agreement identified above is amended as follows to transfer the responsibilities of the "Sponsor":

A. The Interagency Committee for Outdoor Recreation agrees to release King County of all responsibilities as Sponsor under this contract and allow the County to transfer title of the Highlands Addition (Shoreview Park) property to the City of Shoreline.

B. The City of Shoreline as signatory to this amendment agrees to accept the transfer of title to Highlands Addition (Shoreview Park) from King County and enter into an agreement with the Interagency Committee for Outdoor Recreation to manage the subject property under the terms of the conditions contained in the above-referenced Project Agreement.

Agreement Terms

In all other respects the Agreement, to which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment.

State of Washington

Interagency Committee for Outdoor Recreation

Project Sponsor

BY: Marguerite Austin
 Marguerite Austin

AGENCY: King County Parks and Rec

TITLE: Acting Manager, Project Services

BY: Bruce J. Smith

DATE: April 2, 2001

TITLE: Administrator

DATE: 7-10-01

Pre-approved as to form
 /S/

Assistant Attorney General

FILED
 AUG 15 2001
 CITY CLERK
 CITY OF SHORELINE

AGENCY: City of Shoreline

BY: Kristoff T. Bauer

TITLE: Act. To the City Mgr.

DATE: 7/30/01

[Signature]
 Shoreline City Attorney

CITY OF _____ 1E
1534
Date: 7/30/01

PROJECT CONTRACT

Project Title Highlands Addition Project No. 78-060A

1. Nature of Contract. This instrument, in 8 pages, of which this is the first, is intended to set out the terms and conditions, not otherwise appearing in statutes or regulations, of a grant of money from the Outdoor Recreation Account of the General Fund of the State of Washington to a state agency or local public body, herein called the Contracting Party, in aid of an outdoor recreation project. The state agency administering the grant is the Interagency Committee for Outdoor Recreation, herein called the Interagency Committee.

2. Assent of Contracting Party. The Contracting Party by the signature of its authorized representative below agrees to be bound by this instrument:

King County
Contracting Party

Approved as to form
This 18 day of
April, 1978.

[Signature]
Attorney for
Contracting Party

By [Signature]
Title County Executive
Date May 2, 1978

3. Assent of Interagency Committee. The signature of the Administrator of the Interagency Committee below witnesses that the Interagency Committee agrees to be bound by this instrument:

Approved as to form

SLADE GORTON
Attorney General

[Signature]
Assistant Attorney General

STATE OF WASHINGTON
Interagency Committee for
Outdoor Recreation

[Signature], ACTING FOR
Administrator

Date APRIL 11, 1978

4. Project Period. The Contracting Party shall execute and complete the approved project during the period from April 4, 1978, until June 30, 1979.

5. Project Assisted. The outdoor recreation project to be assisted is the one set out in the Contracting Party's application to the Interagency Committee, dated May 25, 1977, as approved for funding by the Interagency Committee at its meeting on the 30th day of March, 1978. For identification purposes it is entitled Highlands Addition and briefly described as follows:

The acquisition of approximately 46 acres for future development into sports fields. The site to be acquired is legally described in attachment "A".

Compliance with application: Unless otherwise agreed to in writing by the Administrator, the project shall be carried out according to the plans and proposals submitted by the contracting party in, or in connection with, its application for assistance for this project.

6. Funding of Project. (a) The total cost of the project covered by this Contract is \$ 950,000.

(b) The Interagency Committee agrees to pay \$ 475,000 or 50 percent of the total project cost, whichever amount is less, from monies available in the Outdoor Recreation Account of the State General Fund.

(c) In addition, the Interagency Committee agrees to recommend to the Bureau of Outdoor Recreation, United States Department of Interior, that federal matching funds in the amount of \$ N/A or percent of the estimated cost, whichever amount is less, be approved for this project, and the Interagency Committee agrees to pay to the Contracting Party any federal matching money made available to the State of Washington for the outdoor recreation project covered by this Contract.

7. Contingencies. The duty of the Interagency Committee to approve disbursement of funds pursuant to this Contract is contingent upon strict compliance by the Contracting Party with the terms of this Contract. The duty of the State of Washington to disburse funds is contingent on the funds being available in the Outdoor Recreation Account of the State General Fund.

8. Requirements of Bureau of Outdoor Recreation. If application has been made to the Bureau of Outdoor Recreation, United States Department of Interior, for assistance from the United States Land and Water Conservation Fund (see paragraph (c)) then a copy of Attachment 1 to Form BOR 8-92, Land and Water Conservation Fund Project Agreement, General Provisions, is attached to this contract and marked "Attachment A". If United States Land and Water Conservation Fund money is made available for this project, the Interagency Committee will be required to sign an agreement with the Bureau of Outdoor Recreation and the State of Washington and the recipient public body will be bound by the attached provisions. Therefore, if Land and Water Conservation Fund money is involved in this project, then the Contracting Party agrees to faithfully comply with all the requirements of Attachment A.

9. Project Performance. The Contracting Party shall execute and complete the approved project in accordance with the time schedule set forth in the project application. Unless a different schedule appears in the application or in this contract, the contractor's performance shall commence not later than sixty days after the date this contract has been signed by the Administrator. Unless otherwise agreed in writing, the Contracting Party's performance shall be completed by the end of the period covered by this contract.

10. Project Administration. (a) The Contracting Party shall promptly submit such reports as the Administrator of the Interagency Committee may request.

(b) Property and facilities acquired or developed pursuant to this contract shall be available for inspection by the Administrator upon request.

(c) The Contracting Party shall submit a final report when the project is completed or prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project, if not previously reported. The report shall contain a final accounting summarizing all expenditures not previously reported and shall include an overall summary for the entire project.

11. Project Termination. All obligations of the Interagency Committee under this contract may be suspended or canceled, at the option of the Interagency Committee, if any of the following has occurred:

(a) The Contracting Party has failed to make satisfactory progress to complete the project, or will be unable to complete the project, or any portion of it.

(b) The Contracting Party is failing to make satisfactory progress to complete any other project assisted with funds from the Outdoor Recreation Account of the State General Fund, or will be unable to complete another such project, or any portion of it.

12. Remedies. Because the benefit to be derived from the full compliance with the terms of this contract is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the state and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under the terms of this contract, the Contracting Party agrees that repayment of an amount equal to the amount of assistance extended under this contract by

the State of Washington would be inadequate compensation for any failure to comply with the terms of this agreement. The Contracting Party agrees, therefore, that in the event of a breach of this agreement by it, specific performance shall be an appropriate remedy.

13. Restriction on Conversion of Facility to Other Uses. The Contracting Party shall not at any time convert any property or facility acquired or developed pursuant to this contract to uses other than those for which state assistance was originally approved without the prior approval of the Interagency Committee, in the manner provided by RCW 43.99.100 for marine recreation land, whether or not the property was acquired with Initiative 215 funds.

14. Use and Maintenance of Assisted Facility. The Contracting Party shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this contract as follows:

(a) The property or facilities shall be maintained so as to appear attractive and inviting to the public.

(b) Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.

(c) The property or facilities shall be kept reasonably safe for public use.

(d) Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.

(e) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

(f) The property or facility shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, religion, national origin or residence of the user.

15. Reporting. Once a year, the Contracting Party shall certify to the Administrator that the project and all assisted facilities are being retained, operated, maintained and used in accordance with the terms of this contract. A report and certification will be partially prepared by the Interagency Committee and will be sent to the Contracting Party for completion. The Contracting Party shall also report on specific matters whenever requested to do so by the Administrator.

16. No Waiver by Interagency Committee. The Contracting Party agrees that failure by the Interagency Committee to insist upon the strict performance of any provision of this project contract or to exercise any right based upon a breach thereof, or acceptance by it of performance during such breach, shall not constitute a waiver of any of its rights under this project contract.

17. Identifying Markers. The Interagency Committee reserves the right to display, during the period covered by this contract and after project completion, appropriate signs or markers identifying the roles of the state and federal agencies participating financially in this project.

18. Disbursement of Assistance. Disbursement of the grant-in-aid shall be made in accordance with WAC 286-24-040, after the Contracting Party has furnished the Administrator such information as he shall deem necessary to show compliance with applicable statutes and rules and this contract.

19. Provisions Applying Only to Acquisition Projects. The following provisions shall be in force if the project covered by this contract is for the acquisition of outdoor recreation land or facilities, but shall not apply when the project is for development only:

(a) In the event Federal Land and Water Conservation Funds are included in this project per Section 6.(c) of this Contract, the Contracting Party agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970) - Public Law 91-646, and the applicable regulations and procedures of the Department of the Interior implementing such act.

(b) In the event state funds only are included in this project per Section 6.(b) of this contract, the Contracting Party agrees to comply with the terms and intent of Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess. - R.C.W. 8.26.010).

(c) Conditions applying only to Local Agencies -

1. In the event that housing and relocation costs, as contemplated by federal law (P.L. 91-646) and state law (Chapter 240, Laws of 1971, 1st Ex. Sess.), are involved in the execution of this project, the Contracting Party agrees that such costs, excluding administrative costs, will be added to the cost of the project and shared proportionately by the Interagency Committee and the Contracting Party;

2. In the event the Interagency Committee must perform any portion or all the work necessary to comply with the relocation requirements of the above-cited federal and state law, the Contracting Party agrees to reimburse the Interagency Committee for the actual administrative costs of performing such work.

(d) Conditions applying only to State Agencies -

In the event that housing and relocation costs, as contemplated by federal law (P.L. 91-646) and state law (Chapter 240, Laws of 1971, 1st Ex. Sess.), are involved in the execution of this project, the Contracting Party agrees to provide any housing and relocation assistance that may be necessary and will assume the administrative costs, with the understanding that the actual relocation costs will be a part of the total project cost.

(e) Evidence of Land Value. Prior to disbursement of the assistance provided for in this contract, the Contracting Party shall supply evidence establishing to the satisfaction of the Administrator that the land acquisition cost represents a fair and reasonable price for the land in question.

(f) Evidence of Title. The Contracting Party shall be responsible for providing satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this contract. Such evidence may include title

insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this contract.

(g) Deed of Right To Use Land For Public Recreation Purposes. The Contracting Party agrees to execute an instrument or instruments which contain: (1) a legal description of the property acquired under this Project Contract; (2) a conveyance to the State of Washington of the right to use as described real property forever for outdoor recreation purposes, and (3) a restriction on conversion of use of the land in the manner provided in RCW 43.99.100, whether or not the real property covered by the deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

20. Provisions Applying Only to Development Projects. The following provisions shall be in force if the project covered by this contract is for development of outdoor recreation land or facilities, but shall not apply when the project is for acquisition only:

(a) Compliance with the Law. The Contracting Party shall comply with all laws and regulations applicable to the development project and to contracts for work done to carry it out.

(b) Compliance with Application. Unless otherwise agreed to in writing by the Administrator, the project shall be carried out according to the plans and proposals submitted by the Contracting Party in, or in connection with, its application for assistance for the project.

(c) Installment Payments. Assistance provided by this contract for development may be remitted to the Contracting Party in installments, after receipt of billings, and upon satisfactory proof of completion of each stage of construction or development. Determination of appropriate stages for installment payments shall be made by the Administrator, after consultation with the Contracting Party and with the approval of the Bureau of Outdoor Recreation, if United States Land and Water Conservation Funds are involved. Installment payments shall in no event be made more frequently than monthly. An amount equal to 10% of the funding assistance provided the Contracting Party by this contract for eligible development costs may be withheld until final inspection and certification of project completion is made by the Interagency Committee and approved by the Bureau of Outdoor Recreation.

(d) Contracts for Construction. Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained for inspection by the Administrator upon request. Where all bids are substantially in excess of project estimates, the Administrator may, by notice in writing, suspend the project and refer the matter to the Interagency Committee for determination of appropriate action, which may include termination of assistance for development of the project.

(e) Change Orders. Any change orders shall be in writing and shall be made a part of the project file and kept available for inspection or audit upon request.

(f) Nondiscrimination Clauses. Except where a non-discrimination clause required by the United States is used, the Contracting Party shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will include the provisions of the foregoing paragraphs in every sub-contract exceeding \$5,000, so that such provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Interagency Committee may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the State of Washington to enter into such litigation to protect its interests."

21. Notices: All notices, demands, requests, consents, approvals, and other communications which may or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

- (a) Notice to the State

To: Interagency Committee for Outdoor Recreation
4800 Capitol Boulevard
Tumwater, Washington 98504

or at such address as the Interagency Committee shall have furnished to the Contracting Party in writing.

(b) Notice to the Contracting Party

To James Webster, who serves in the capacity of Director of King County Parks for the Contracting Party, and who has been designated as the Contracting Party's liaison officer for the purposes of this agreement, or to such other officer or address as the Contracting Party shall have furnished to the Administrator in writing.

22. Additional Provisions, or modifications of Standard Provisions

ATTACHMENT "A"

LEGAL DESCRIPTION

That portion of the East 1/2 of the S. W. 1/4 of Section 12, Township 26 North, Range 3 E., W.M., and of the S. W. 1/4 of the S. E. 1/4 of said Section 12 and of the N. W. 1/4 of the N. E. 1/4 of Section 13, Township 26 N., Range 3 E., W.M., and of vacated portion of Innis Arden Way, lying southeasterly of Innis Arden No. 3, according to plat thereof recorded in Volume 46 of Plats, page 42, records of said county, northerly of Innis Arden Way as recorded under Auditor's File No. 4606725, records of said county, northerly of Innis Arden Way Realignment as recorded under Auditor's File No. 5790524 and westerly of the following described line:

Beginning at a point on the north line of said S. W. 1/4 of the S. E. 1/4 of Section 12 which bears S. 88°21'33" E.,

723.44 feet from the northwest corner of said subdivision;

thence S. 0°48'25" W.,

1453.92 feet to the northerly margin of said Innis Arden realignment and the terminus of said line; situate in the County of King, State of Washington

46 acres, more or less.