

Shoreline City Clerk

Receiving #

1535

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 *WB*

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
(including reimbursable expenses)

OrgKey # & Object # N/A
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
7/16/01

N/A
(mo/day/year)

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

VTB 7/30/01

cus 8/15/01

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

CITY OF SHORELINE
Clerk's Receiving
No: <u>1535</u>
Date: <u>7/30/01</u>

April 2, 2001

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

APR 10 2001
Department of Parks
and Recreation

RE: Shoreview Athletic Complex, IAC #81-032D,
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 Shoreview Athletic Complex.

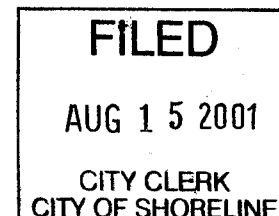
Enclosed are three original amendments to the Project Agreement. Please sign each amendment and forward all three to the City of Shoreline for signature. Shoreline should sign all three copies, retain one original, return one to the county for your records and return one original to the IAC. If you have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

Sincerely,

A handwritten signature in cursive script that reads "Marguerite Austin".

Marguerite Austin
Acting Manager, Project Services Division

Enclosures





Amendment to IAC Project Agreement

CITY OF SHORELINE
Clerk's Receiving
No: <u>1535</u>
Date: <u>7/30/01</u>

Project Sponsor: King Co Parks & Rec

Project Number: 81-032D

Project Title: Shoreview Athletic Complex

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 Shoreview Athletic Complex property to the City of Shoreline.

B. The City of Shoreline as signatory to this amendment agrees to accept the transfer of title to Shoreview Athletic Complex 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: *Bonnie J. J. J.*

DATE: April 2, 2001

TITLE: *Administrator*

DATE: *4.10.01*

Pre-approved as to form
/S/

Assistant Attorney General

AGENCY: City of Shoreline

BY: *Kathleen T. Brown*

TITLE: *Asst. To the City Mgr.*

DATE: *7/30/01*

FILED
AUG 15 2001
CITY CLERK
CITY OF SHORELINE

Bonds Project Project Sponsor Change Amendment

AMENAGR2.RPT

Approved as to form Chapter 79A.25 RCW, Chapter 286 WAC

[Signature]
Shoreline City Attorney

UNITED STATES DEPARTMENT OF THE INTERIOR
 Heritage Conservation and Recreation Service
 Land and Water Conservation Fund Project Agreement

CITY OF SHORELINE
 Clerk's Receiving
 No: 1533
 Date: 7/30/01

State	Washington	Project Number	53-00504
Project Title	Shoreview Athletic Complex		
Project Period	FEB 6 1981 to December 31, 1985	Project Stage	ALL Covered by this Agreement

Project Scope (Description of Project)

This project involves the development of a multi-use regional athletic complex with sport fields and support facilities.

Project Cost	The following are hereby incorporated into this agreement:
Total Cost, \$ <u>400,000</u>	1. General Provisions (HCRS Manual)
Fund Support not to exceed 50% Fund Amount \$ <u>200,000</u>	2. Project Application and Attachments.
Cost of this Stage \$ <u>400,000</u>	3. _____
Assistance this Stage \$ <u>200,000</u>	4. _____

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

By *[Signature]*

(Signature)

Heritage Conservation and
Recreation Service
United States Department
of the Interior

Date 2/6/81

STATE

Washington

By *[Signature]*
(Signature)

ROBERT L. WILDER

(Name)

Administrator

(Title)

PROJECT CONTRACT

Project Title Shoreview Athletic Complex Project No. 81-032D

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 _____ day of _____, 1981.

By Bruce Craswell for

Title County Executive

Date May 5, 1981

Attorney for Contracting Party

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
This 27th day of February, 1981.

STATE OF WASHINGTON
Interagency Committee for
Outdoor Recreation

SLADE GORTON
Attorney General
[Signature]
Assistant Attorney General

[Signature]
Administrator

Date April 16, 1981

4. Project Period. The Contracting Party shall execute and complete the approved project during the period from April 15, 1981, until June 30, 1983.

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 June 1, 1980, as approved for funding by the Interagency Committee at its meeting on November 13, 1980, described as follows:

Located in the Shoreline - Highlands area adjacent to Shoreline Community College this project involves the phase one construction of a multi-use athletic complex. Specific items to be constructed are:

- | | |
|-------------------------|------------------------------|
| ✓ Site Preparation | ✓ Soccer Field (all-weather) |
| ✓ Utilities | ✓ Softball Field |
| ✓ Plantings and Seeding | ✓ Signs |
| ✓ Irrigation | ✓ Fencing |
| ✓ Roads | ✓ Culverts, Catchbasins |
| ✓ Paths | Planning and Engineering |
| ✓ Parking | ✓ Sales Tax |

6. Compliance with Application: Unless otherwise agreed to by written formal Amendment to this Contract 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.

7. (a) Funding of Project. The total cost of the project covered by this Contract is \$ 400,000.

(b) The Interagency Committee agrees to pay \$ 100,000 or 25 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 has entered into an agreement with the Heritage Conservation and Recreation Service, United States Department of Interior, to contribute federal Land and Water Conservation Funds in the amount of \$ 200,000 or 50 percent of the total project cost, whichever is less, and the Interagency Committee agrees to pay to the contracting party the federal money made available to the State of Washington for the project covered by this Contract.

8. Requirements of Heritage Conservation and Recreation Service. If the project has been approved by the Heritage Conservation and Recreation Service, United States Department of Interior, for assistance from the federal Land and Water Conservation Fund (see paragraph 7 (c)) the Project Agreement General Provisions as contained in Section 660.4 of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this contract and the Contracting Party shall abide by the Project Agreement General Provisions. Further, the Contracting Party agrees to provide the Interagency Committee with necessary reports and/or documents as may be required by the IAC to meet the requirements of the Project Contract or Section 660.4 of the Land and Water Conservation Grant Manual.

9. 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.

10. Project Performance. The Contracting Party's performance shall be completed by the end of the period covered by this Contract, unless otherwise extended by formal written amendment.

11. 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 certified final report when the project is completed or prematurely terminated, or project assistance is terminated. The report shall include a description of work accomplished.

12. 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, unless a written amendment to the Contract is executed.

(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.

13. 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.

14. 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 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.

15. 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.

16. Reporting. The Contracting Party shall report on specific matters whenever requested to do so by the Administrator.

17. 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.

18. Identifying Markers. The Interagency Committee reserves the right to require Contracting Party 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.

19. 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.

20. 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, and 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 7.(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, 94 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 7.(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) 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 eligible relocation costs will be a part of the total project cost.

(d) 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.

(e) Evidence of Title. The Contracting Party shall be responsible for providing satisfactory evidence of 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.

(f) 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 the 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 43.99.030 shall not, without the approval of the committee, be converted to uses other than those for which such expenditures were 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."

21. 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, and 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) 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. Installment payments shall in no event be made more frequently than monthly. An amount equal to 10 percent 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.

(c) 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 submitted to the iAC. 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.

(d) Construction Contract Change Orders. Any change orders shall be in writing and shall be submitted to the iAC.

(e) Nondiscrimination Clauses. Except where a nondiscrimination clause required by the United States Department of Interior 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 \$10,000, 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."

22. Amendments: This Contract may be amended only in writing signed by both the Contracting Party and the Administrator of the Interagency Committee.

23. 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 KP-11
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 Mike Rice, who serves in the capacity of Capital Programs Specialist 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.

24. Additional Provisions, or modifications of Standard Provisions