

**Shoreline City Clerk**

**Receiving #**

**1536**

**I-01-015**

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

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:**
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> (C) Building Construction | <input type="checkbox"/> (L) Lease Agreement                  | <input type="checkbox"/> (I) Intergov't Agreement |
| <input type="checkbox"/> (A) Addendum/Change Order | <input type="checkbox"/> (W) Public Works                     | <input checked="" type="checkbox"/> (O) Other     |
| <input type="checkbox"/> (GR) Grants               | <input type="checkbox"/> (S) Purchase of Services (all types) |   |

**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  
7/18/01  
N/A  
 (mo/day/year)

- |  |            |                |
|--|------------|----------------|
| <input type="checkbox"/> 6. City Manager (if required)     | <u>VTB</u> | <u>7/30/01</u> |
| <input type="checkbox"/> 7. Dept. Director (if authorized) |            |                |
| <input checked="" type="checkbox"/> 8. City Clerk          | <u>cus</u> | <u>8/15/01</u> |
| <input type="checkbox"/> 9. Purchasing                     |            |                |

**FILED**  
 AUG 15 2001  
 CITY CLERK  
 CITY OF SHORELINE

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

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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.

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

<b>CITY OF SHORELINE</b>
<b>Clerk's Receiving</b>
No: <u>1536</u>
Date: <u>7/30/01</u>

April 2, 2001

APR 10 2001  
Department of Parks  
and Recreation

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

RE: Highland Community Park – Shoreview Park, IAC #74-017A,  
Amendment #6.00

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 Highland Community Park – 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](mailto:darrellj@iac.wa.gov).

Sincerely,

Marguerite Austin  
Acting Manager, Project Services Division

Enclosures

<b>FILED</b>
<b>AUG 15 2001</b>
<b>CITY CLERK</b>
<b>CITY OF SHORELINE</b>





<b>CITY OF SHORELINE</b>	
Clerk's Receiving	
No:	1536
Date:	7/30/01

## Amendment to IAC Project Agreement

**Project Sponsor:** King Co Parks & Rec

**Project Number:** 74-017A

**Project Title:** Highland Community Park (Shoreview Park)

**Amendment Number:** 6

**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 Highland Community Park (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 Highland Community Park (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: Barbara W. Quinn

DATE: April 2, 2001

TITLE: Administrative

DATE: 4.10.01

Pre-approved as to form  
/S/

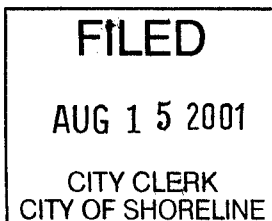
Assistant Attorney General

AGENCY: City of Shoreline

BY: Christoff T. Brown

TITLE: Asst. To the City Mgr.

DATE: 7/30/01



Bonds Project Project Sponsor Change Amendment

AMENAGR2.RPT

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

Christoff T. Brown  
**Shoreline City Attorney**

UNITED STATES DEPARTMENT OF THE INTERIOR  
 Bureau of Outdoor Recreation  
 Land and Water Conservation Fund Project Agreement

CITY OF SHORELINE  
 Clerk's Receiving  
 No: 1536  
 Date: 7/30/01

State Washington	Project Number 53-00236
Project Title Highland Community Park	
Period Covered Date of approval to by this Agreement Dec. 31, 1974	Project Period Date of approval to December 31, 1974

Project Scope (Description of Project)

To acquire 40.97 acres and associated timber in Northwest King County for the development of a community Park. The heavily wooded land contains some old growth Douglas fir estimated to be 2-300 years old.

53-033-0000  
 WA-King-N/A

Project Stage Covered by this Agreement

total project

Project Cost	
Total Cost	\$ <u>325,500</u>
Fund Support	<u>50</u> %
Fund Amount	\$ <u>162,750</u>
Cost of this Stage	\$ <u>325,500</u>
Assistance this Stage	\$ <u>162,750</u>

The following attachments are hereby incorporated into this agreement:

1. General Provisions
2. Project Proposal
3. \_\_\_\_\_
4. \_\_\_\_\_

- B. SWM will be responsible to provide litter control within and around the perimeter of the retention/detention facility from October 1st to May 31st.
- C. NRP will be responsible to provide litter control of the property from June 1st to September 30th.
- D. SWM will be responsible to cleanup any noxious odors created by the retention/detention of water on the site.
- E. SWM will be responsible for maintenance of the retention/detention pond and outflow, including the removal of debris and hazardous or dangerous materials or water borne liquid wastes, accumulated or illegally dumped in the pond , and the pond access road.
- F. NRP will be responsible for the maintenance of the trails and offstreet parking area developed by SWM for the public use.

8. ALTERATIONS OR IMPROVEMENTS:

SWM must obtain written approval from NRP prior to making any alterations or improvements to the facility except in an emergency situation where the public's health and safety are jeopardized.

9. COSTS FOR INSPECTION, MAINTENANCE, OR OPERATION:

SWM will assume all costs and/or charges for inspection, maintenance, or operation of the retention/detention facility except for those responsibilities outlined for NRP in this agreement.

PART III  
GENERAL TERMS AND CONDITIONS

10. TERM:

The term of this agreement shall be for a period of 100 years from the date of execution of this agreement. One year prior to the end of the term both parties will discuss the extension of this agreement.

11. CUSTODIAL RESPONSIBILITY OF THE FACILITY:

The real and personal property comprising those portions of the facility located on NRP property shall be the custodial responsibility of NRP, subject to use by the SWM and NRP as provided herein. NRP retains the right to make rules, regulations and requirements relating to the management of any and all of the premises occupied by and used by the SWM. Park-use rules affecting the retention/detention facility shall be reviewed and agreed to by SWM prior to their implementation.

INTERDEPARTMENTAL AGREEMENT FOR  
JOINT DEVELOPMENT AND COOPERATIVE USE

SHOREVIEW PARK

This agreement is made this 1<sup>st</sup> day of MARCH 1990, by and between Department of Public Works, (Surface Water Management Division, hereinafter "SWM") and Department of Parks, Planning and Resources, (Natural Resources and Parks Division, hereinafter "NRP").

RECITALS:

1. NRP has custodianship of certain real property known as Shoreview Park. SWM wishes to construct a surface water retention/detention pond, and a grass-lined channel. The pond replaces four regional detention sites originally proposed within Shoreview Park. SWM proposes to fill a deep ravine adjacent to the proposed ponding area and Third Avenue Northwest, and reduce erosion to approximately 2,600 feet of the Boeing Creek channel located within the entire Shoreview Park site (see Exhibit A). SWM will provide an improved parallel roadside parking area for 12 vehicles along Northwest 175th Street. SWM will provide approximately 2000 linear feet of four-foot-wide cinder trail around the open play meadow with surrounding earth berms and landscaping, and approximately 800 linear feet of reinforced service road for maintenance purposes on this property. Sixty-one (61) new Douglas Fir and Cedar trees at least 6' tall will be planted and staked on the site and all disturbed areas will be seeded, fertilized and mulched.

2. This agreement document is divided into three parts, Part I Joint Development, Part II Use, Operations and Maintenance and Part III General Terms. The purpose of Part II of this agreement is to provide for joint and cooperative use of the Facility developed and improved as provided in Part I. SWM and NRP agree to use the Facility jointly and cooperatively according to the terms and conditions set forth below.

PART I  
JOINT DEVELOPMENT

1. CONTRACT DOCUMENTS AND BIDDING:

- A. SWM shall be responsible for preparing the specific Project proposal documents and will administer all construction contracts. NRP shall perform the duties of property custodian. NRP shall have final approval over the Project proposal prior to submission of the proposal for bids. Plans, once approved, will become an attachment to this document.
- B. Immediately after the project is completed SWM will provide record drawings, on mylar, to NRP.



- 3) SWM will provide approximately 2,000 linear feet of four-foot-wide cinder paths as shown on the attached plans. A base coarse for the trails will not be provided because the site is generally underlain by dense esperance sand.
- 4) SWM will plant and stake 61 trees, 36 Douglas Firs and 25 Cedars, at least 6' tall on the site. These trees will not restrict the view of the park from Northwest 175th Street for security reasons.
- 5) SWM will repair any damage that may occur, during routine SWM maintenance, to the proposed gravel access road. SWM will hydroseed the entire construction site, including the access roads.
- 6) The turnaround area will be extended southerly to the existing access road.
- 7) SWM will provide asphalted parking for 12 vehicles along Northwest 175th Street.
- 8) The project has been designed to minimize the cutting of any trees. Some trees will need to be cleared within the ravine fill site. These are generally small conifers with some scrub deciduous trees and brush. No trees will be removed without prior written approval by NRP.
- 9) SWM will provide interim and final construction plans and specifications to NRP for review and approval.

B. Progress Reports:

SWM shall make periodic reports to NRP on the progress of the construction of the facility. NRP representatives shall be appraised and invited to attend all site meetings relating to facility construction.

C. Joint Approval of Contract Documents:

All contract documents, including but not limited to contract change orders, shall be approved jointly by the authorized representatives of NRP and SWM.

3. FACILITY FINANCING:

SWM shall have the sole responsibility for the financing of the project.

PART II  
USE, OPERATION AND MAINTENANCE

4. USE OF THE FACILITY:

SWM use of the property will be restricted to access for construction, operation and maintenance of the retention/detention facility including the outflow, unless otherwise approved by NRP.

5. SCHEDULE OF USE:

SWM will coordinate with the NRP Park Maintenance Regional

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

STATE Washington

Project Amendment No. 53-00236.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 53-00236 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Washington pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

1. 2.64 acres of Shoreview Park is removed from the Project Agreement.
2. 1.06 acres adjacent to Moorlands Park, located southwest of Bothell, is added to the Project Agreement.
3. 1.23 acres adjacent to Big Finn Hill Park, located between Bothell and Kirkland, is added to this Project Agreement.

Legal descriptions and project boundary maps for each of the sections noted above are attached.

In all other respects the agreement of 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 as of the date entered below.

THE UNITED STATES OF AMERICA

By Wally J. Brigg  
(Signature)

Acting Regional Director  
(Title)

National Park Service  
United States Department of  
the Interior

Date 6/1/90

STATE

Washington  
(State)

By Robert L. Wilder  
(Signature)

Robert L. Wilder  
(Name)

Director, Interagency Committee  
for Outdoor Recreation  
(Title)

The United States of America, represented by the Director, Bureau of Outdoor Recreation, 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), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto 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:  
The Interagency Committee for Outdoor Recreation certifies that a complete project application (M-4 Form and required attachments) is on file in its office.

This agreement is not subject to the provisions of Section B.2 (d) of the attached General Provisions, dated December, 1965.

"The State 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)", and the applicable regulations and procedures of the Department of the Interior implementing such act.

The applicant certifies that to the best of his knowledge and belief, the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.

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

THE UNITED STATES OF AMERICA

By *E. G. Allen*  
(Signature)

*Acting Dir.*  
(Title)

Bureau of Outdoor Recreation  
United States Department of  
the Interior

Date 12-13-73

STATE

Washington  
(State)

By *Stanley E. Francis*  
(Signature)

Stanley E. Francis  
(Name)

Administrator  
(Title)

Interagency Committee for  
Outdoor Recreation