



I-10-009

Contract # 5839
(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. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

CONTRACT DESCRIPTION

Originator:	Maureen Colaizzi	Routed by:	Maureen Colaizzi
Department/Division:	PRCS	Date:	March 19, 2010
Type of Contract:	<input checked="" type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (L) Lease Agreement <input checked="" type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Shoreview Park Off-Leash Area Right of Access Agreement		
Brief Description of Services:	Agreement with Shoreline Community College (SCC) for a Temporary Right of Access to the Shoreview Park Off-Leash Area from their property.		
Contract Modification:	Has the original contract boilerplate language been modified?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, list which sections have been modified:</i>			
Bid/RFP Number:			
Name of Consultant/Contractor:	Shoreline Community College		
Effective Date:	Upon Execution	Termination Date:	March 31, 2010 Indefinite

Total Amount of Contract (including reimbursable expenses):	\$6,000.00 annually \$4500 for 2010		
Org Key – Obj Number:	2820238-5410	Amount:	\$6,000.00
J/L Number (if required):	GN252237		
Org Key – Obj Number:		Amount:	
J/L Number (if required):			
Org Key – Obj Number:		Amount:	
J/L Number (if required):			
Org Key – Obj Number:		Amount:	
J/L Number (if required):			

Budget: Are there sufficient funds in the current budget to cover this contract? Yes No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): Quarterly Payments

Remarks: SCC will invoice us once a quarter every year for services rendered in Section 5 of contract

SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director <u>Maureen Colaizzi 3-25-10</u>	<input type="checkbox"/> 6. City Council approval (if required)
<input checked="" type="checkbox"/> 2. Risk Management/Budget <u>OR 3/25/10</u>	<input checked="" type="checkbox"/> 7. City Manager <u>SCC 3/26/10</u>
<input checked="" type="checkbox"/> 3. City Attorney <u>PRC 3/26/10</u>	<input checked="" type="checkbox"/> 8. City Clerk <u>JW 3/29/2010</u>
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 9. Originating Department
<input checked="" type="checkbox"/> 5. Department Director	

PRIOR TO EXECUTION – MUST BE ATTACHED


For Public/Small Works Contracts:	For Service Contracts:
<input type="checkbox"/> Contractor Responsibility Form <input type="checkbox"/> W-9 Form	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Certificate of Insurance	



Memorandum

DATE: March 19, 2010

TO: Robert Olander, City Manager

FROM: Maureen Colaizzi, Parks Project Coordinator 

RE: Amended SCC Temporary Right of Access Agreement

Attached for your signature are two copies of the amended right of access agreement with Shoreline Community College (SCC) to continue vehicle access to the Shoreview Off-Leash Area.

Contractor Name and Project:

Shoreline Community College
Shoreview Off-Leash Area Temporary Right of Access Agreement

Background:

This proposed contract amendment modifies section 2, the term, by eliminating the termination date of March 31, 2010 and allowing for a 30-day notice of termination by either party. The proposed contract amendment also modifies section 6 to allow for quarterly invoicing by the SCC to the City for services rendered in Section 5.

Scope of Services:

Allow vehicle access through SCC property to the Shoreview off-leash area.
Open and close the vehicular gate to the Shoreview Off-Leash Area.

Selection Process:

N/A

Financial Impact:

The City would pay the SCC \$500.00/month for opening and closing the gate. This \$6,000/year expense is currently being paid for by the Parks Bond Levy.

Council Review:

N/A

Schedule:

Access is granted and work continues upon execution of this contract.



FIRST AMENDMENT RIGHT OF ACCESS AGREEMENT

This Right of Access Agreement (“Agreement”) is made and entered into by and between Shoreline Community College, the owner of the property described below (“College”), and the City of Shoreline, Washington, a municipal corporation (“City”) (collectively, the “Parties”).

WHEREAS, the College owns the property located at 16101 Greenwood Avenue North, Shoreline, Washington, King Co. Tax Parcel Account Nos. 1326039001 and 1326039069, described more fully in Exhibit A (hereafter “College Property”); and

WHEREAS, in April 2009, the City commenced a one-year off-leash dog area in the eastern portion of Shoreview Park; and

WHEREAS, the City Council has approved this eastern portion of Shoreview Park for permanent use as an off-leash dog area; and

WHEREAS, the eastern edge of Shoreview Park is bordered by the College Property and the most direct access to the off-leash dog area is through the College Property; and

WHEREAS, the City desires to secure temporary access for the public over a portion of the College Property for the purposes of allowing the public direct access to the off-leash dog area.

NOW, THEREFORE, in consideration of mutual benefits and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Right of Access.** The College grants to the City and to the public a temporary right of access over a portion of the College Property depicted in Exhibit B for the purposes of allowing the public vehicular and pedestrian access to the Shoreview Park off-leash dog park.
 - a. The right of access shall be limited to the following hours, Monday – Friday, 1:00 pm to dusk; and Saturday and Sunday, 9:00 a.m. to dusk.
2. **Term.** This Agreement shall commence upon execution and continue unless terminated or modified by the parties as provided herein.
3. **Termination.** This Agreement may be terminated by either party by providing 30-days written notice.

4. **Modification.** This Agreement may be modified only by written agreement of the Parties.
5. **Opening and Closing.** The College agrees that its Safety and Security staff will open and close the parking access gate leading to the off-leash dog area, at the appointed opening and closing hours each day. In the event a college staff member is not available to fulfill this responsibility on any given day, the College will promptly notify the City, and the City will be responsible for opening and/or closing the park gate on that day. The College staff member's duties will be limited to opening and closing the parking access gate only. Shoreline Community College will not be responsible for opening parking access gate at any time other than those stipulated in #1, above. The College will not be responsible to open gate for park users whose vehicles remain after hours.
6. **Payment and Reimbursement of Expenses.** In exchange for services rendered in #5 above, and in consideration of ongoing anticipated maintenance needs associated with increased use of its access roads to and from the off-leash dog area, the City of Shoreline will pay Shoreline Community College \$500.00 per month. The Shoreline Community College will invoice the City of Shoreline quarterly by March 31, June 30, September 30, December 31 for services rendered in Section 5 above for the term of this Agreement. The City of Shoreline will be fully responsible to furnish, at its sole expense: (a) all appropriate signage, including but not limited to directional signage installed on the College's grounds; (b) installation and removal of said signage; and, (c) any repairs or replacement of signage that may be required at any time during the term of this Agreement. In the event the College deems it necessary to repair, remove or replace any of the signage located on its property, the College shall notify the City of the needed repair, removal or replacement. If the City does not repair, remove or replace the signage within seven (7) days from notification, the College may repair, remove or replace the signage and City agrees to reimburse the College for any and all corresponding expenses within 30 days.
7. **Campus Closures.** The College may close the campus due to holidays, construction, security concerns or any other such event. Access to the off-leash dog area may be limited, restricted or denied during such times. The College will make every effort to notify the City when such events occur.
8. **Parking.** The City will make every effort to notify and inform park users that parking on College grounds is not permitted without an appropriate permit. The College will issue parking tickets to all vehicles that are illegally parked on college grounds. The City agrees to work with the College to mitigate any and all parking issues that may arise.
9. **Security.** The City of Shoreline will be solely responsible to provide appropriate security services within the off-leash dog area.

10. **Waste Removal.** The City of Shoreline will be solely responsible for removal of all dog waste and trash, and agrees to have all waste removed on a daily basis. The College will not be responsible for opening the access gate to accommodate said removal services, unless coinciding with the opening of the park.

11. Liability Coverage Provisions.

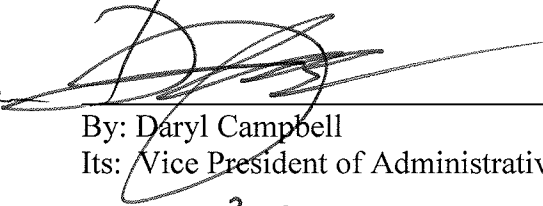
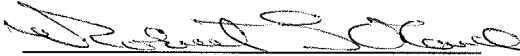
- a. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- b. The College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against the College and its employees, officers, and agents in the performance of their duties and this Agreement are to be made against the tort claims liability account as provided in RCW 4.92.130.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County, State of Washington.

The date of this agreement shall be the last date set forth below.

CITY OF SHORELINE

SHORELINE COMMUNITY COLLEGE



Robert L. Olander
City Manager

By: Daryl Campbell
Its: Vice President of Administrative Services

Date: 03/26/10

Date: 3-25-10

Approved as to form:


Shoreline City Attorney

EXHIBIT A

Tax Parcel Account No. 1326039001, more fully described as:

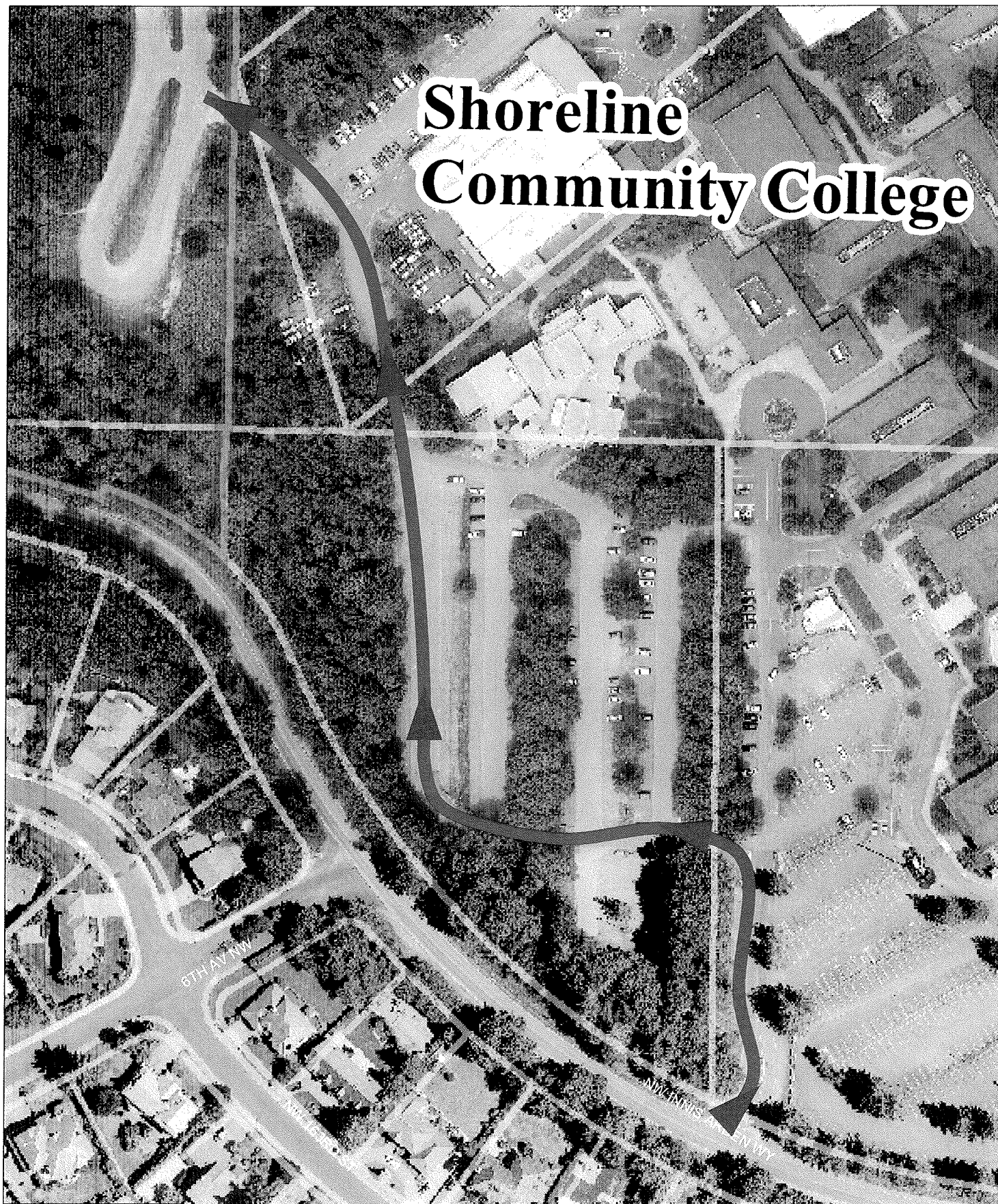
BEG AT NE COR OF SEC TH S 1038.21 FT TH W 203.07 FT TH N 56-21-40
W ALG RD 70.86 FT TH NLY ALG RD 300.67 FT TH S 59-05-17 W 60 FT TO
SWLY MGN OF RD TH W 674.09 FT TH N 09-18-55 W 19.47 FT TO SLY
MGN OF CO RD TH NWLY ALG SD RD MGN TO W LN OF E 113.85 FT OF
NW 1/4 OF NE 1/4 TH N 00-40-21 E ALG SD W LN TO N LN OF SUBD TH E
ALG N LN OF NE 1/4 TO POB LESS CO RDS & VAC RD WITHIN

Tax Parcel Account No. 1326039069, more fully described as:

E 604.46 FT OF NW 1/4 OF NE 1/4 NLY OF CO RD LESS E 113.85 FT & POR
VAC RD

3/25/2010 10:22 AM

Shoreline Community College



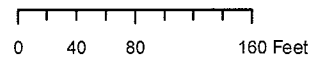
SHORELINE

Geographic Information System

**Request for
Right of Access
Route**



Parking Access Route



Date: 1/12/2009