

Introduced by Bill Reams  
Mike Lowry

MOTION NO. 03730

A MOTION authorizing the County Executive to execute an interlocal agreement for the joint development of Bannerwood Park.

WHEREAS, the King County Council has adopted Ordinance 3506 establishing County policy to encourage cooperative endeavors involving the County, cities and school districts, in order to provide additional and improved athletic facilities to meet the needs of County residents; and

WHEREAS, the development of a tournament quality baseball facility in East King County would release existing multi-purpose fields for other activities and create a regional facility serving the recreational needs of the Bellevue School District, the City of Bellevue, and King County; and

WHEREAS, the Board of Directors of the Bellevue School District has determined that the Bannerwood site is not needed to house students for the foreseeable future and would make the site available for joint development by the City of Bellevue and King County as a lighted recreational baseball facility;

NOW THEREFORE, BE IT MOVED by the Council of King County:

The County Executive is hereby authorized to execute the interlocal agreement in substantially the same form as attached, committing King County's participation in the development of Bannerwood Park.

PASSED this 18 day of September, 1978.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bernice Sten  
Chairman

ATTEST:

Annely G. ...  
DEP. CLERK of the Council

REC-17  
78 SEP 11  
KING COUNTY CLERK

INTERLOCAL AGREEMENT FOR  
JOINTLY UNDERTAKING THE DEVELOPMENT  
OF BANNERWOOD PARK

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1978, between the BELLEVUE SCHOOL DISTRICT NO. 405 ("School District"), the CITY OF BELLEVUE ("City"), and KING COUNTY ("County"), collectively referred to herein as "parties to this agreement".

WHEREAS, based on the recommendations of the Park Policy Task Force, Ordinance 03506 has established King County policy to encourage cooperative endeavors involving the County, cities and school districts to provide additional and improved athletic facilities to meet the needs of County residents; and

WHEREAS, a lighted regulation size baseball facility would allow maximum use and release existing multi-purpose fields for other activities; and

WHEREAS, the Bannerwood site is a valuable resource and the School District Board of Directors has determined the site is not necessary to house students for the foreseeable future; and

WHEREAS, the development of a tournament quality baseball field at the Bannerwood site would create a regional facility serving the recreational needs of the School District, City, County, and greater Eastside Community; and

WHEREAS, each party to this agreement has the authority to independently develop play field facilities; and

WHEREAS, pursuant to RCW 39.34 the parties to this agreement may exercise jointly powers and authority each is capable of exercising independently;

NOW THEREFORE the City of Bellevue, King County, and Bellevue School District No. 405 hereto do mutually agree:

To cooperate with each other to develop a lighted, full size baseball facility at the Bannerwood site, to be called Bannerwood Park.

I. PURPOSE:

A. The development and operation of a lighted recreational baseball facility at the Bannerwood site for the public benefit.

B. To identify the responsibilities and functions of each of the parties to this agreement.

C. To establish the process for the long-term administration of this agreement.

D. To establish a process for the resolution of conflicts among the parties to this agreement.

## II. FINANCING:

A. The costs of the initial design and development of the facility are to be borne by the City and the County. The estimated cost of the entire project is \$400,000; the City and the County each will appropriate up to \$200,000, the County's share to be paid to the City at the time of the award of the first major construction contract.

B. The School District shall provide the land on which the facility will be developed; the estimated appraised minimum value of the land is \$150,000.

C. The City shall bear ongoing administrative and maintenance costs and responsibilities for Bannerwood Park.

## III. ADMINISTRATION:

### A. Primary Administrative Functions.

The City shall be primarily responsible for the design, development, operation, adequate maintenance, scheduling, and general policy administration of Bannerwood Park. Design plans shall be submitted by the City for review by the Bannerwood Coordinating Panel, and shall be processed through the King County Design Commission.

### B. SCHEDULING:

1. School District Use: The School District shall have priority usage for junior and senior high school varsity games; provided that the schedule is prepared and submitted to the City six (6) months in advance, with flexibility allowed for make-ups, post season playoffs, and tournaments;

2. Use by City, County and others: In addition to School District usage, priority for the use of the facility shall be as follows:

- a. The City Department of Parks and Recreation,
- b. The County Parks Department,
- c. Other public agencies,
- d. All other groups.

3. Maximum Usage: Scheduling for Bannerwood Park shall encourage maximum usage at nonschool times by City and County leagues and recreational users.

### C. MAINTENANCE STANDARDS:

"Adequate maintenance" shall mean maintaining Bannerwood Park in such a fashion to ensure a reasonably clean, safe, and playable facility for school and nonschool use.

### D. FEES:

The City shall have the authority to charge reasonable and equitable user fees to the nonschool users of Bannerwood Park, to be deposited to the City General Fund.

### E. SIGNING/ADVERTISING:

Signing shall be subject to the approval of the Bannerwood Coordinating Panel.

F. CONCESSIONS:

The City may award contracts for concessions at Bannerwood Park pursuant to standard legal bid requirements and retain any proceeds therefrom.

G. COORDINATING PANEL:

A Bannerwood Coordinating Panel shall be established to consider problems, conflicts, or major changes in the design, development, operation, maintenance, scheduling, and other policies.

1. Meetings: The Bannerwood Coordinating Panel shall meet on call at the request of either the City, the County or the School District; provided that at least one (1) meeting shall be held prior to April 1, of each calendar year.

2. Membership: The Bannerwood Coordinating Panel shall be composed of three (3) members. Each party shall select one (1) member, representing its respective legislative or executive/administrative element. The representative from the City shall serve as Chairperson of the Coordinating Panel.

3. Quorum: A quorum for the purposes of conducting business shall be three (3) members.

4. Majority Vote: The Bannerwood Coordinating Panel shall act by majority of the members and shall establish its own rules for the conduct of business.

5. Annual Meeting: The annual meeting of the Bannerwood Coordinating Panel shall include the review of an annual report prepared by the City regarding fees, scheduling, concessions, signing, maintenance, security, and any other policies and/or practices for Bannerwood Park.

6. Major Policy Revisions: There shall be no major revision in policy regarding operation, maintenance, capital improvements or alterations without the review and consent of all agencies.

IV. MISCELLANEOUS:

Hold Harmless

The City shall take out and maintain during the life of this agreement sufficient public liability, property damage and contingent liability insurance necessary to protect the City and the District and King County during the construction and operation of this joint project. The City shall have the District and King County named as assured in the said policy, at no cost to the District or to King County.

The above insurance shall cover damages for personal injury--including wrongful death as well as from claims for property damages--which may arise from operations under this agreement, whether such operations be by City or by any contractor or subcontractor or agent directly or indirectly employed by the City. In addition, the City agrees to hold the District and King County harmless and to indemnify the District and King County for all the expenses, claims or losses occasioned by the construction and operation of this facility by the City, or by any contractor, subcontractor, or agent directly or indirectly employed by the City.

V. TERMINATION:

A. DURATION:

The life of the Bannerwood field and facilities is estimated to be, as nearly as practicable, not less than forty (40) years and the parties do hereby agree to continue and maintain

the Bannerwood field and facilities and this agreement for a period of at least forty years and to continue the same beyond that time unless terminated, pursuant to this agreement, provided that if some unforeseen event or facility requirement occurs, the School District may construct a school facility on that portion of the school property not used for the baseball facility, with assurance to the City and King County that the baseball field shall continue as a public facility and that public use shall not be impaired.

B. CONFLICT RESOLUTION:

1. Written Notification of Complaint: Any party believing another party is not fulfilling the performance obligations established by this agreement shall give written notice of its complaint to the alleged nonperforming party and to the other parties to this agreement. The party receiving the complaint shall within thirty (30) days correct the situation and/or respond in writing explaining the mitigating circumstance or why a remedy cannot be achieved.

2. Bannerwood Coordinating Panel Review: If the corrective action or written response fails to satisfy the concerns of the complaining party; the Bannerwood Coordinating Panel shall meet to review and to make recommendations regarding the correction of the situation.

3. Termination Procedure: This agreement may be terminated by the consent of all parties. However, if the School District determines that the total site is required for a school building or if the School District desires to convert the site to other uses, then the School District may submit to the other parties six (6) months written notice of such determination prior to the effective date of termination and may thereafter convert the site to such usage upon the reimbursement to the City and the County for their respective total capital contributions for construction of the Bannerwood field and facilities, such reimbursement amount shall be reduced by an amount equal to two and one-half per cent (2½%) for each full year of this agreement, plus a prorated portion of any part year that the Bannerwood - Field and facilities are in existence at the effective date of termination.

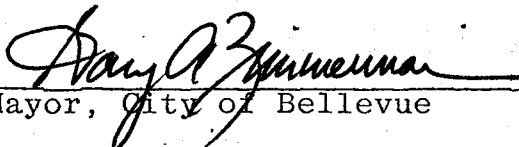
VI. AMENDMENTS:

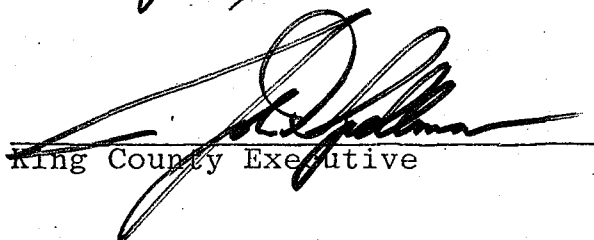
This agreement may be amended by the consent of all parties to this agreement.

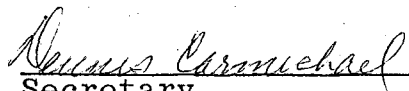
VII. NONDISCRIMINATION:

In the development, use, scheduling, administration, and operation of Bannerwood Park, the City shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap. The City will comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations, which prohibit such discrimination. Any violation of this provision shall be considered a violation of this Agreement, and shall be grounds for cancellation, termination or suspension.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

  
\_\_\_\_\_  
Mayor, City of Bellevue

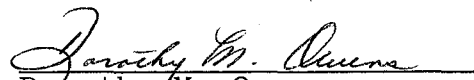
  
\_\_\_\_\_  
King County Executive

  
\_\_\_\_\_  
Secretary  
Bellevue School District Board  
School District No. 405

C E R T I F I C A T E

I, DOROTHY M. OWENS, Deputy Clerk of the Council, King County, Washington, DO HEREBY CERTIFY that the attached is a true and correct copy of Motion 3729, passed by the King County Council on the 11th day of September, 1978, relating to the reappointment of Robert A. O'Neill to the Housing Authority Commission.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Dorothy M. Owens  
Deputy Clerk

DATED at Seattle, Washington, this 12th day of  
September, 1978.