

June 7, 1995 (revised)

Introduced By:

Proposed No.:

95-423

MOTION NO. **9622**

A MOTION authorizing the King County executive to enter into an interlocal agreement with the City of SeaTac for the design and construction of North SeaTac Park.

WHEREAS, the city of SeaTac has been awarded grant funds from the Interagency Committee for Outdoor Recreation (IAC) for the design and development of certain active recreational facilities to be built in the North SeaTac Park, and

WHEREAS, in connection with the development of North SeaTac Park, it has been determined by and between the city of SeaTac and the county that design and development services are required for the project and that the county shall be the project manager for the services in connection with development of the park, and

WHEREAS, it is appropriate that the city of SeaTac and the county enter into an agreement for payment of invoices for eligible services conducted in connection with the design and construction of the North SeaTac Park, where the city reimburses the county for such work after receipt of IAC grant funds;

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

The executive is hereby authorized to execute an interlocal agreement with the city of SeaTac, substantially in the form of Attachment A, for the purpose of providing services to and receiving reimbursement from the city in connection with the North SeaTac Park project.

PASSED by a vote of 11 to 0 this 24<sup>th</sup> day of July, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*Kent Pullen*  
Chair

ATTEST:

*Gerald A. Peterson*  
Clerk of the Council

**CITY OF SEATAC - KING COUNTY  
INTERLOCAL AGREEMENT FOR DEVELOPMENT OF  
NORTH SEATAC PARK**

**THIS INTERLOCAL AGREEMENT** made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and King County, Washington, a political subdivision of the State of Washington (hereinafter referred to as the "County"),

**WITNESSETH:**

**WHEREAS**, pursuant to agreements and understandings between the parties, the parties desire to cooperate in the development of the North SeaTac Park, Development Phase I, with funding and reimbursement mechanisms adopted in accordance with the State of Washington Interagency Committee for Outdoor Recreation (IAC) for WWRP Grants; and,

**WHEREAS**, in connection with the development of the North SeaTac Park, it has been determined by and between the parties hereto that design and development services are required for the North SeaTac Park project and that the County should be the project manager for the services in connection with the park project, per the Phase II agreement relating to the development of the North SeaTac Park, dated July 9, 1991; and,

**WHEREAS**, all contracts for design and construction have been managed by the County, and costs for such services have been invoiced to and paid by the County; and,

**WHEREAS**, the City and the Port of Seattle have jointly been awarded IAC grant funds and the City has singularly been awarded IAC grant funds for the design and development of certain active recreational facilities planned to be built in the North SeaTac Park; and,

**WHEREAS**, it is appropriate that the City and the County enter into an agreement for payment of invoices for eligible services conducted in connection with the design and construction of the North SeaTac Park, with the City then collecting IAC grant funds based on billing information provided by the project managers of the County and with the City then reimbursing the County through transfer of funds.

**NOW THEREFORE** in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

**1. PURPOSE**

The purpose of this agreement is to provide for the implementation of design and construction of Phase I of the North SeaTac Park Development, and to provide for

funding and reimbursement mechanisms in accordance with IAC and as required by the State of Washington. This agreement is applicable to the design and construction for Phase 1 of North SeaTac Park development.

2. **REIMBURSEMENT**

The City will reimburse the County with IAC funds for all eligible design and construction expenses incurred during the development of North SeaTac Park.

3. **PROJECT DESCRIPTION**

Three sub-projects within the North SeaTac Park Phase I project which were funded in part by IAC grant funds are as follows. Copies of project agreements are attached as Exhibits.

**North SeaTac Park Baseball Quad**

Attached hereto, marked as Exhibit "A" and incorporated herein by this reference, an attachment that includes the construction of ball fields, support facilities and parking. Specific project elements include (3) tournament baseball fields, parking, fencing, (1) practice field, restroom/maintenance structure, sales tax, planning, engineering and construction supervision.

Total Estimated Project Cost - \$1,716,684

IAC Grant Funding - \$300,000 or 17% of the actual total project cost, whichever is less

**North SeaTac Park Soccer Fields**

Attached hereto, marked as Exhibit "B" and incorporated herein by this reference, an attachment that includes the development of approximately eight acres of land in North SeaTac Park, including specific project elements as follows: (2) all-weather soccer fields, multipurpose hard court, picnic shelter, site preparation, landscaping, trails, park furniture, parking, play toy area, fencing, utilities, signage, lighting, sales tax, planning, engineering and construction supervision.

Total Estimated Project Cost - \$1,387,654

IAC Grant Funding - \$300,000 or 22% of the actual total project costs, whichever is less

**SeaTac Archery Range**

Attached hereto, marked as Exhibit "C" and incorporated herein by this reference, an attachment that addresses the SeaTac Archery Range which will provide a safe and accessible facility located in North SeaTac Park. Specific elements of the project include: shooting station, roads, perimeter fence, picnic stoves, insurance, site preparation, pathways, tables, signs, parking, storage structure, benches, target butts, sales tax, planning, engineering and construction supervision.

Total Estimated Project Cost - \$90,000

IAC Grant Funding - \$45,000 or 50% of the actual total project costs, whichever is less

4. **BILLING AND REIMBURSEMENT**

The City of SeaTac and King County agree to adhere to the process and procedures required by the IAC as described in the Project Agreements (Exhibits A, B and C) and the IAC Participation Manual #8: Project Reimbursement, dated March 1992, attached hereto, marked as Exhibit "D" and incorporated herein by this reference, and other IAC Procedural Manuals as appropriate, except as revised within this agreement. All IAC billing amounts will be derived from actual work performed, and approved by the City of SeaTac, and the Port of Seattle if required. King County shall maintain all records, documentation and contracts required for project reimbursement from the IAC, as well as perform all tasks and record retention required for the preparation of the IAC billings for the North SeaTac Park Schematic Design, Design Development, Construction Document and Construction phases. Billings will be prepared by King County staff, on the forms supplied by the IAC in Manual #8, Exhibit D, and any other applicable formats. Forms to be completed by King County, and forwarded to the City of SeaTac for submittal to the IAC include, but are not limited to Invoice Vouchers, Progress Reports, Architecture and Engineering Contracts, and Support Documentation and Information. Documentation may be requested by the IAC periodically, and shall be supplied to the IAC by King County through the City of SeaTac.

5. **RECORDS**

King County must maintain financial records capable of providing accurate information, traceable transactions, and accountability of funds. All records relevant to the IAC projects shall be retained on file with King County, and are subject to audit by the IAC and/or the State Auditor's Office, Division of Municipal Corporations. The City of SeaTac shall have access to all relevant records upon request. At such time the County is prepared to permanently remove these records from County files, the City shall be notified in writing and given the option to receive all relevant files and information. If the auditor's inspection of the records discloses any charges incorrectly claimed and reimbursed, King County shall be responsible to make cash restitution of such incorrect amounts to the IAC.

6. **EFFECTIVE DATE**

This Agreement shall become effective upon signature by both parties to this Agreement.

This Agreement shall be in force until all work products and billing have been completed for the North SeaTac Park Schematic Design, Design Development, Construction Document and Construction phases.

7. **MINORITY/WOMEN'S BUSINESS UTILIZATION**

All parties to this agreement must, at a minimum, make affirmative efforts to purchase those services authorized under this agreement from Minority- and/or Women's businesses.

8. **LIABILITY/INSURANCE**

Professional Liability, Errors and Omissions insurance coverage shall be carried by the City of SeaTac and King County. Each agency must maintain limits no less than

\$2,000,000. "Professional Services", for the purpose of this Agreement section, shall mean any services provided by a licensed professional.

The City shall protect, defend, indemnify and save harmless King County and its officers, agents and employees, from any and all costs, claims, judgements, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents, developing as a result of professional services related to the IAC project administration done during the design and construction phases of North SeaTac Park.

The County agrees to hold harmless, indemnify and defend at its own expense the City, its officers, agents, and employees, from and against any and all claims, judgments, actions, suits, liability, loss, costs, expenses or omissions of the County, its officers, employees and/or agents, in the course of its performance under this Agreement. If any claim, judgment, action, suit, liability, loss, cost, expense or damage arise out of or result from the joint negligent acts of both the county and the City, each party shall be responsible for its own share of any resulting liability.

9. **INDEMNIFICATION**

- A. The County shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the County's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County; and provided further, that nothing herein shall require the County to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- B. The City shall indemnify and hold the County and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the County arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the County, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the County, its agents, employees and/or officers from any

claims arising from the sole negligence of the County, its agents, employees, and/or officers. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.

10. **WAIVER OF SUBROGATION**

The County and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the County or the City.

11. **COMPLIANCE WITH REGULATIONS AND LAWS**

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

12. **ASSIGNMENT**

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

13. **ATTORNEYS' FEES**

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

14. **NOTICES**

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the County:

King County Department of  
Construction & Facilities Management  
King County Administration Building, Room 320  
Seattle, WA. 98104  
Attn: Benjamin Woo, Director  
Phone: (206)296-0630

To the City:

City of SeaTac  
17900 International Blvd., Suite 401  
SeaTac, WA 98188-4236  
Attn: D. Scott Rohlfs, City Manager  
Phone: (206) 241-9100

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

15. **NONDISCRIMINATION**

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

16. **COOPERATION**

The Parties agree to cooperate to the fullest extent possible in any matters relating to the implementation of this Agreement.

17. **TERMINATION OF AGREEMENT**

This agreement and performance hereunder, shall terminate with the final acceptance of the three IAC projects in North SeaTac Park by the IAC, City of SeaTac, King County and the Port of Seattle. If such approval is unable to be reached due to unforeseen circumstances, the City of SeaTac or King County may request that the agreement be terminated under mutually agreeable terms, which would include but not be limited to transfer of all billing and consultant contract documentation to the City of SeaTac.

18. **MISCELLANEOUS**

- A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

- D. The duration of this Agreement shall be for the period of time identified hereinabove or for the period of time it reasonably takes for the performances by the parties as completed herein.
- E. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- F. The purpose of this Agreement is to accomplish the objectives of this Agreement.
- G. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.
- H. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- I. Unless a joint oversight and administration board is created as provided herein, the oversight and administration of the Agreement shall be by the respective named representatives identified in Paragraph XV hereof, or their designees.
- J. Unless otherwise specifically provided herein, any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- K. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.
- L. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.
- M. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.



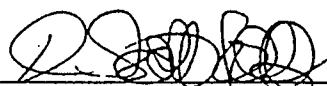
N. Copies of this Agreement shall be filed with the King County Auditor's Office, The Secretary of State of the State of Washington, and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

KING COUNTY

CITY OF SEATAC

By: \_\_\_\_\_

By  \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

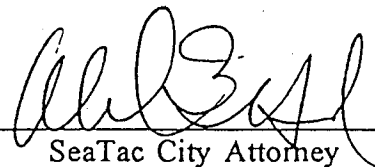
Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

  
SeaTac City Attorney