

0-3-80

GARY GRANT

INTRODUCED BY:

80-1064

PROPOSED NO.

ORDINANCE NO. 5207

AN ORDINANCE authorizing the County Executive to enter into an Inter-local Governmental Agreement with the City of Seattle for the purpose of jointly funding the work of the Joint Citizens Committee for the Study of Parks, Recreation and Open Space Needs.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Authorization is hereby given to the County Executive to enter into an Inter-local Governmental Agreement with the City of Seattle, said Agreement to be substantially on the form of Attachment "A", hereafter referred to by reference.

SECTION 2. Authorization is hereby given to the County Executive, consistent with Attachment "A", to immediately transfer \$20,000 from Special Programs to the City of Seattle.

SECTION 3. Authorization is hereby given to the County Executive, consistent with Attachment "A", to transfer \$30,000 from Special Programs in 1981, provided that such monies are made available in the 1981 budget.

INTRODUCED AND READ for the first time this 17th day of November, 1980.

PASSED this 24th day of November, 1980.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bill Reams  
Chairman

ATTEST:

Jarvis M. Quinn DEPUTY  
Clerk of the Council

APPROVED this 1st day of December, 1980.

[Signature]  
King County Executive

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INTERLOCAL AGREEMENT TO STUDY PARKS, RECREATION, AND OPEN SPACE NEEDS

THIS AGREEMENT is between THE CITY OF SEATTLE, a municipal corporation (the City) and KING COUNTY, a municipal corporation (the County).

RECITALS:

- I. By County Motion No 4778 and City Resolution 26356, there has been established a Joint Citizens' Committee to assist in identifying public recreation needs and in planning a program of capital improvements for park, recreation, and open spaces purposes.
- II. In its 1980 and proposed 1981 budgets, the County has provided for \$20,000 and \$30,000, respectively, to pay necessary and proper costs incurred by the Committee in the parks, recreation, and open space needs and planning study effort.
- III. By Ordinance 109305, the City has appropriated \$50,000 to fund a planning and study effort for a parks and recreation bond issue and has authorized an interlocal agreement with King County for expenditures related to the Joint Citizens' Committee established pursuant to Resolution 26356.
- IV. Chapter 39.34 RCW authorizes Interlocal Agreements between Cities, Counties, and other governmental entities for pursuit of common aims within the power of each to perform.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement, the City and the County agree as follows:

1. The Committee, Composition, Voting

The Joint Citizens' Committee (hereinafter called the "Committee") is established pursuant to City Resolution 26356 and King County Motion No. 4778, to study the parks, recreation, and open space needs of the City and the County. The Committee shall consist of 44 voting members, including the Chairman, who have been duly appointed and whose names are attached hereto. Alternate committee members serving in lieu of named members, City Park Commissioners, and other residents assisting in the study effort may participate in the Committee's work but shall not have voting rights in formal Committee decisions, except as provided in this Section. The County Executive and the Mayor of Seattle may each designate in writing a person to serve on the Committee in their absence and said designee shall have the voting rights of the Executive or the Mayor, respectively.

2. Purposes, Committee Responsibilities

The Committee shall study the parks, recreation, and open space needs of regional significance, as well as those of Seattle, King County, and suburban cities and towns and recommend a program of capital improvements to the City and County Councils. The Committee shall be an independent consultant to the City and County under the terms of a Consultant Contract attached hereto as Exhibit "A" and incorporated herein by this reference.

The Committee is authorized to accept monetary or in-kind contributions and donations, in addition to the funds provided by the County and City under this Agreement, to further aid in carrying out the purposes of the Committee.

3. Committee not to Promote Ballot Measure

The Committee shall not conduct any promotion, advertising, or campaign on behalf of any ballot measure and no public funds which shall be made available to the Committee under the terms of this Agreement shall be used for such purpose.

4. Financing

- a. In consideration for the study effort and unique planning services to be performed under the Consultant Contract and a "Final Report and Recommendation" to be submitted to the King County Council on or before August 21, 1981, the sum of One Hundred Thousand Dollars (\$100,000), or so much thereof as may be appropriated by the City and County shall be paid to the Committee for costs incurred during the 12-month period ending August 31, 1981. Such payments shall be made in the amount of Five Thousand Dollars (\$5,000) upon execution of this Agreement and submittal of an invoice therefor by the Committee; thereafter, payments shall be made upon monthly billings by the Committee, accompanied by invoices or receipts for expenses incurred. During the 12-month period of this Agreement, the City and the County shall share equally the expenses related hereto.
- b. All invoices for expenses incurred by the Committee, under terms of this Agreement and as described in Section 4a hereof, shall be submitted by the Committee to the City. The City shall remit the invoiced funds to the Committee on a timely basis from funds appropriated pursuant to Ordinance 109305 and from funds provided by the County. The City shall

invoice the County and the County shall pay to the City \$20,000 in 1980 and \$30,000 in 1981 provided such monies are made available in the 1981 budget from such funds as have been or will be appropriated in the respective annual budgets for costs to be incurred under the terms of this Agreement. The City shall deposit funds received from the County in a special account and control the disbursement of funds to the Committee. The City shall keep all records of sums received from the County and disbursed to the Committee, shall make such records available to the County, shall provide a full accounting of expenses related hereto no later than 60 days after the end of the term of this Agreement, and shall return to the County any funds which the County may have paid in excess of 50% of the actual costs incurred by the Committee.

5. Contacts, mailing addresses

Invoices, payments, reports, and other communications related to this Interlocal Agreement shall be submitted to the City and the County at the following addresses:

City of Seattle - Parks Study Effort

Attention: Donald M. Harris  
Room 610 Seattle Municipal Building  
600 - 4th Avenue  
Seattle, Washington 98104

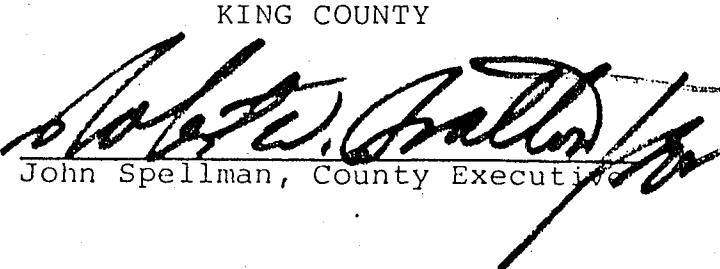
King County - Parks Study Effort

Attention: Jack Lynch  
W-216 King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104

THIS AGREEMENT is executed the 26<sup>th</sup> day of November, 1980, by the City and the County, pursuant to City Ordinance 109305, City Resolution 26356, and King County Motion 4778.

KING COUNTY

CITY OF SEATTLE

  
John Spellman, County Executive

  
Charles Royer, Mayor

City of Seattle  
and  
King County

CONSULTANT AGREEMENT

TO STUDY PARKS, RECREATION, AND OPEN SPACE NEEDS

THIS AGREEMENT is between THE CITY OF SEATTLE, A municipal corporation (the City) and KING COUNTY, a municipal corporation (the County) and a JOINT CITIZENS' COMMITTEE appointed by the City and the County (the Committee).

RECITALS:

- I. By County Motion No. 4778, RCW 36.68, et seq. and RCW 36.01.010 and City Resolution 26356, there has been established a Joint Citizens' Committee to assist in identifying public recreation needs and in planning a program of capital improvements for park, recreation, and open spaces purposes.
- II. In its 1980 and proposed 1981 budgets, the County has provided for \$20,000 and \$30,000, respectively, to pay necessary and proper costs incurred by the Committee in the parks, recreation, and open space needs and planning study effort.
- III. By Ordinance 109305, the City has appropriated \$50,000 to fund a planning and study effort for parks, recreation, and open space and has authorized an interlocal agreement with King County for expenditures related to the Joint Citizens' Committee established pursuant to Resolution 26356.
- IV. The City and the County have entered into an Interlocal Agreement under the provisions of RCW 39.34 to contract with the Committee to perform consultant services.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained in this agreement, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- a. The Committee shall study the parks, recreation, and open space needs of regional significance, as well as those of Seattle, King County, and suburban cities and towns and recommend a program of capital improvements to the City and County Councils.
- b. By signing this Agreement, the Committee accepts all the terms and conditions hereof and the terms and conditions as applicable of the City/County agreement to which this agreement is Exhibit A, and contracts with the City and the County to perform unique planning services in consideration for the payments herein specified.
- c. The Committee shall act in an advisory capacity to the City and County. The Committee shall be an independent consultant; conduct public meetings and provide extensive input by residents of the City and County; deliberate and make recommendations for funding a future capital program for parks, recreation, and open space purposes; rent office space, employ staff, provide for clerical and office support, conduct such planning studies and surveys as may be necessary. All Committee meetings shall be open to the public and shall be scheduled to occur an average of at least twice each month during the study period.
- d. The Committee shall submit monthly reports to the City and the County indicating the progress made on the study effort, the schedule of public meetings, and other such notices, planning reports, and documents as may be part of the study effort.
- e. The Committee shall submit a "Final Report and Recommendation" to the City and the County on or before August 31, 1981.

f. Financial records; showing expenses incurred, billings sent to the City, payments received from the City, County, and any contributions which may have been made shall be kept by the Committee, and shall be submitted to the City and County upon request and upon completion of the study effort. Such records are subject to public inspection and audit by financial officers of the City and the County.

2. TIME OF PERFORMANCE

The time period for the Committee to perform its duties under this Agreement shall commence on September 2, 1980, and shall end on August 31, 1981, or upon the submittal of the "Final Report and Recommendation," whichever shall occur first.

3. COMMITTEE NOT TO PROMOTE BALLOT MEASURE

The Committee shall not conduct any promotion, advertising, or campaign on behalf of any ballot measure and no public funds which shall be made available to the Committee under the terms of this Agreement shall be used for such purpose.

4. COMPENSATION AND METHOD OF PAYMENT

a. In consideration for the services to be performed under this Agreement, the City and County, provided such monies are made available in the 1981 budget, shall pay One Hundred Thousand Dollars (\$100,000), or so much thereof as may be necessary and proper for costs incurred during the 12-month period ending August 31, 1981. Such payments shall be made in the amount of Five Thousand Dollars (\$5,000) upon execution of this Agreement and submittal of an invoice therefor by the Committee to the City at the address shown in Section 5 below. Thereafter, payments shall be made upon monthly billings by the Committee

accompanied by invoices or receipts for expenses incurred. The City shall remit the invoiced funds to the Committee on a timely basis.

- b. The members of the Committee shall serve as volunteers. Under no conditions shall any payments made under this Agreement be made to voting or nonvoting members of the Committee, except that direct, out-of-pocket expenses incurred by a member in the conduct of Committee work with the prior written approval of the Chairman may be reimbursed.

5. CONTACTS, MAILING ADDRESSES

Reports, invoices, payments, and all other communications related to this Agreement shall be submitted to the parties hereto at the following addresses:

City of Seattle - Parks Study Effort

Attention: Donald M. Harris  
Room 610, Municipal Building  
600 Fourth Avenue  
Seattle, Washington 98104

King County - Parks Study Effort

Attention: Jack Lynch  
W-216 King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104

Joint Citizens' Committee - Parks Study Effort  
Frank A. Pritchard, Chairman  
P.O. Box 24287  
Seattle, Washington 98124

6. INDEPENDENT CONTRACTOR

The Committee shall provide project services as an independent contractor; the Committee is not an officer or employee of the City or County. The Committee shall provide the necessary equipment in performing project services under this agreement at no expense to the City. The Committee assumes all risks of loss or damage and assumes all obligations and responsibility for Federal Income Tax and Industrial Insurance



requirements, payment and reporting, and all other fee(s), tax(es), and license(s) obligations that may be imposed by any government, including The City of Seattle.

7. LIABILITY

The Committee expressly agrees that The City of Seattle and King County shall not be liable for any injury, damage, or death to the Committee, or its employees, members, agents, representatives or associates, incident to or arising out of the Committee's performance of project services; and is not liable to any provider of any aid or remuneration, or of material(s), service(s), or other things of value received by the Committee, directly or indirectly, as a result of the Committee's performance under this Agreement.

8. TERMINATION

Either party hereto may terminate this Agreement upon a 60-day written notice delivered to the other at the address hereinafter set forth, without liability to the other party hereunder.

9. NONDISCRIMINATION

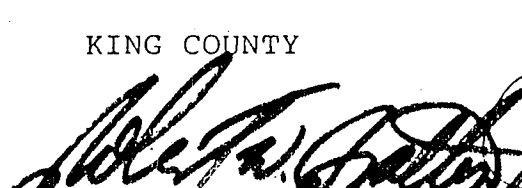
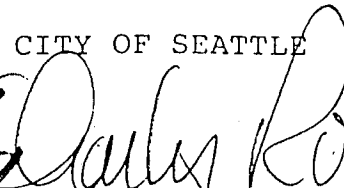
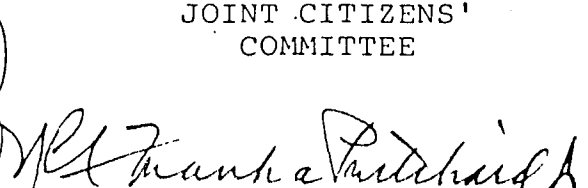
The Committee shall adhere to Ordinance 101432, Section 3.1. Failure to do so shall be material breach of this Agreement and shall cause termination thereof under terms of said ordinance.

THIS AGREEMENT is executed the 26<sup>th</sup> day of November, 1980, by the City, County, and Committee.

KING COUNTY

CITY OF SEATTLE

CONSULTANT -  
JOINT CITIZENS'  
COMMITTEE

  
\_\_\_\_\_  
John Spellman  
County Executive  
\_\_\_\_\_  
Charles Royer  
Mayor  
\_\_\_\_\_  
Frank Pritchard  
Chairman

43 COMMITTEE MEMBERS + CHAIRMAN of the Joint Citizens' Committee  
for the study of Park, Recreation, and Open Space Needs.

JOHN SPELLMAN

CHRIS SMITH

CHARLES ROYER

TOBY BURTON

CHAIRMAN FRANK PRITCHARD

AMY CARLSON

MARLYS WALLER

JANET DANA TWIGHT

DELL DURDEN

TOM BOYLES

JEAN GREIF

JANET ANDERSON

JOAN KOBAYASHI

VIRGIL SHEPPARD

JERRY FAULKNER

MARK STENSAGER

WALLY WATSON

VIRGINIA VAN NESS

JOHN STEPICH

WALTER WEBER

BILL JOHNSON, JR.

SAM SMITH

MARILYN WARD

DOLORES SIBONGA

MARY ANN ANDERSON

JACK RICHARDS

JOHN SMITH

GEORGE BENSON

PAUL SILVA

PAUL BARDEN

C. DAVID HUGHBANKS

BILL REAMS

OSCAR MILLER

GARY GRANT

D. V. HURST

LOIS NORTH

DAN SAUL

DAVE TOWNE

JACK HIMES

FRED BANKS

CHARLES DELAURENTI

GEORGE MEYER

JOHN FOURNIER, JR.

CARROLL SCARFF