

AMENDMENT #2 TO KING COUNTY/CITY OF BELLEVUE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT AND COOPERATIVE USE OF BALLFIELDS AT MARYMOOR PARK - 2009

RECITALS

- A. On June 7, 1994, King County, a political subdivision of the State of Washington ("County"), and the City of Bellevue, a municipal corporation ("City"), entered into an Interlocal Agreement related to the development, scheduling, maintenance, and operation of the Bellevue/King County Marymoor Ballfield Complex and park amenities as described in the Interlocal Agreement. Together, the City and the County are referred to herein as "the Parties."
- B. On October 21, 2005, the County and the City amended the Interlocal Agreement to address Annual Meetings, define Special Events and provide for the sharing of maintenance and operating costs.
- C. Both Parties now wish to amend the Agreement to update the section regarding how the City will compensate the County for maintenance costs incurred by the County for 2009-2012.

THEREFORE, King County and the City agree to amend the Agreement as follows:

1. Section 37.2.C. General Maintenance shall read:

- C. The City and County agree to split maintenance and operating costs on a 60% City – 40% County basis. The County provides the day-to-day maintenance of the facility; the City provides annual field renovation, and pays the full annual fee (currently \$109,000) to lease the Ballfields land from the Bellevue Utility Department, including the County's 40% share of that fee. The Parties agree that the day-to-day maintenance provided by the County includes:
 - i. Field preparation
 - ii. Lot and island landscape/maintenance
 - iii. Utilities (water, sewer, electrical lights used)
 - iv. Miscellaneous repair (examples: repair and replacement of sprinkler parts, plumbing fixtures and parts for restroom repairs), and/or other items as identified and mutually agreed upon by each party's representatives.

The Parties agree that the cost of the County's day-to-day maintenance work exceeds the County's agreed upon 40% share of annual Ballfields costs, even when the cost of the City's annual renovation work and the full annual lease fee are included in the City's 60% share.

Therefore, to ensure the correct distribution of annual costs, the City shall reimburse the County the amounts stipulated in Table 1 for 2009, 2010, 2011, and 2012.

TABLE 1
2009: \$52,947.68 (see Exhibit D, 2009 cost allocation)
2010 – 2012: The City's actual payments for 2010, 2011, and 2012 shall be

calculated by multiplying the prior year's payment by 90% of the prior year's annual increase (January 1 – January 1) in the Seattle-Tacoma-Bremerton Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI), and adding the product to the amount of the prior year's payment, rounding to the nearest whole dollar. If the annual CPI is zero or negative, then the amount of the City's payment shall be the same as the prior year's payment.

By way of example only, if the City's payment for 2009 is \$52,947.68, and if the annual increase in the CPI for 2009 is 3%, then the City's payment for 2010 would be $((.9 \times 3\%) \times \$52,947.68) + \$52,947.68 = \$54,377$.

D. The Parties agree that if and when the Bellevue Parks and Community Services Department acquires the land under the Ballfields, such that the Department no longer pays a lease fee for the land, then the reimbursement amounts in Table 1 shall increase in an amount determined by the County, which amount shall be prorated from the date of acquisition and shall maintain the 60% City – 40% County split of maintenance and operations costs between the Parties.

E. The City and County agree that prior to the year 2013, they will evaluate, discuss, and endeavor to agree upon modifications to the cost sharing plan for future years beyond 2012.

2. All other terms, conditions, specifications and requirements of the Agreement shall remain unchanged and in full effect, except as amended herein.

Approved by:

KING COUNTY



Kevin Brown, Director
Parks and Recreation Division

CITY OF BELLEVUE



Signature

BRAD MIYAKE

Name (Please type or print)


DEPUTY CITY MGR

Title (Please type or print)

12-24-09

Date

Approved as to Form:
Office of the King County
Prosecuting Attorney

Approved as to Form:  FOR
City Attorney
City of Bellevue

**Amendment #2 – King County and City of Bellevue Interlocal Agreement for Joint
Development and Cooperative Use of Ballfields at Marymoor Park**

ATTACHMENT D

2009 Expense Items	King County	Bellevue
Maintenance and Preparation for Fields 6, 7 and 8	\$122,866.71	
Restrooms, Parking Lot, Undeveloped Land	\$42,046.09	
Annual Renovation		\$6,000.00
Utility Rental		\$109,000.00
2009 Expenditures	\$164,912.80	\$115,000.00
TOTAL	\$279,912.80	
Each Party's Share	40%	60%
King County	\$111,965.12	
City of Bellevue		\$167,947.68
Amount due to County		- \$52,947.68

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8018

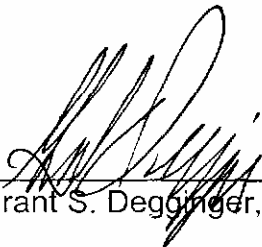
A RESOLUTION authorizing the City Manager or his designee to execute Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, in an amount not to exceed \$170,000 for a three-year term, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, in an amount not to exceed \$170,000 for a three-year term, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex, a copy of which amended Interlocal Agreement has been given Clerk's Receiving No. 45948.

Passed by the City Council this 7th day of December, 2009, and signed in authentication of its passage this 7th day of December, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Agenda

1 of 6

City Council

Regular Session

MONDAY
December 7, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

4. Reports of Community Council, Boards and Commissions
 5. Report of the City Manager
 6. Council Business and New Initiatives
 7. Approval of the Agenda
 8. Consent Calendar
- (a) Minutes of October 26, 2009 Extended Study Session

8a-1

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

- (b) Security Contract for City Hall, BSC, Lincoln Center, Surrey Downs and Safeway Property CIVIC 8-1
- Resolution No. 8001 authorizing execution of a two-year professional services agreement, with the option to renew for an additional two years, with G4S Wackenhut, in a total contract amount not to exceed \$500,828.88 for security services at City general government buildings for 2010-2011.
- (Postponed from November 16, 2009 Consent Calendar.)*
- (c) Resolution No. 8011 authorizing execution of a two-year agreement, with the option to renew for an additional two years, with Pacific Northwest Title Insurance Company, in an amount not to exceed \$150,000, for title and escrow services. CIVIC 8-7
- (d) Resolution No. 8012 authorizing execution of the ORCA card agreement with King County for the purchase and distribution of the annual 2010 ORCA cards (previously referred to as FlexPasses) to City employees. CIVIC 8-11
- (e) Resolution No. 8013 authorizing execution of a two-year banking services agreement with Bank of America, N. A. for general banking services in an estimated total amount of \$679,000 for the two-year term, with the option to extend the contract for an additional two years. FIN 8-17
- (f) On-Call General Services Contracts FIN 8-23

Resolution No. 8014 authorizing execution of a contract with Elite Landscaping Inc., in an amount not to exceed \$100,000, for city-wide on-call parking lot, sidewalk, and walkway snow removal and de-icer services.

Resolution No. 8015 authorizing execution of a contract with Santana Trucking & Excavating Inc., in

an amount not to exceed \$100,000, for city-wide on-call parking lot, sidewalk, and walkway snow removal and de-icer services.

- | | | | |
|---------|--|------|-------------|
| (g) | Resolution No. 8016 authorizing execution of a one-year administrative services contract with Premera Blue Cross as a Third Party Administrator, to administer the City's self-insured medical and prescription drug benefit programs for 2010. | HR | <u>8-29</u> |
| (h) | Resolution No. 8017 authorizing execution of an agreement with the Boys and Girls Club of Bellevue (BGCB), in an amount up to \$86,500, to continue the operation of the Ground Zero Teen Center and BGCB satellite sites in partnership with the City. | PARK | <u>8-33</u> |
| * * (i) | Resolution No. 8018 authorizing execution of Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, in an amount not to exceed \$170,000 for a three-year term, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex. | PARK | <u>8-39</u> |
| (j) | Motion to award Bid No. 9319 to SeaWest Construction, Inc., in the amount of \$48,143.00, as the lowest responsible bidder for the Eastgate Sportsfield Fence Replacement project (CIP Project No. P-R-11). | PARK | <u>8-49</u> |
| (k) | Resolution No. 8019 authorizing execution of a professional services agreement with RH2 Engineering, Inc., in an amount not to exceed \$65,000, for engineering services to perform the West Operating Area Storage Capacity Study (CIP Plan No. W-103). | UTIL | <u>8-53</u> |
| (l) | Resolution No. 8020 authorizing execution of a professional services agreement with Tetra Tech, in an amount not to exceed \$105,000, for engineering services to perform the Sewer Lake Line Replacement Preliminary Study for Lake Washington (CIP Plan No. S-58). | UTIL | <u>8-59</u> |

(m) Resolution No. 8021 authorizing the execution of a Funding Agreement with Performing Arts Center Eastside ("PACE") in an amount not to exceed \$2,000,000 from the Cultural Arts Funding Earmark in the 2009-2010 Budget.

CAO

- 9. Public Hearings
- 10. Land Use
- 11. Other Ordinances, Resolutions and Motions

(a) Mid-Biennium Budget Adoption

CMO/FIN 11-1
Steve Sarkozy/
Jan Hawn

1. Property tax and resulting banked capacity

11-5

a. Scenario 1 and Scenario 2 – 3% property tax increase to support the Mobility and Infrastructure Initiative and corresponding adjustment to the City's banked property tax capacity. (Scenario 2 contemplates a companion vote at Item 2 below to reduce the sewer utility tax rate)

Ordinance No. 5918-A establishing the amount of property taxes to be levied for the year 2010, the second year of the City of Bellevue's 2009-2010 biennium.

Resolution No. 8022-A providing for the banking of levy capacity pursuant to RCW 84.55.092.

b. Scenario 3 – 2% property tax increase to support the Mobility and Infrastructure Initiative and corresponding adjustment to the City's banked property tax capacity.

Ordinance No. 5918-B establishing the amount of property taxes to be levied for the year 2010, the second year of the City of Bellevue's 2009-2010 fiscal biennium.

Resolution No. **8022-B** providing for the banking of levy capacity pursuant to RCW 84.55.092.

- c. Scenario 4 – 1% property tax increase to support the Mobility and Infrastructure Initiative and corresponding adjustment to the City's banked property tax capacity.

Ordinance No. **5918-C** establishing the amount of property taxes to be levied for the year 2010, the second year of the City of Bellevue's 2009-2010 fiscal biennium.

Resolution No. **8022-C** providing for the banking of levy capacity pursuant to RCW 84.55.092.

- d. Scenario 5 – No property tax increase to support the Mobility and Infrastructure Initiative and corresponding adjustment to the City's banked property tax capacity.

Ordinance No. **5918-D** establishing the amount of property taxes to be levied for the year 2010, the second year of the City of Bellevue's 2009-2010 fiscal biennium.

Resolution No. **8022-D** providing for the banking of levy capacity pursuant to RCW 84.55.092.

2. **Utility tax**

11-27

- a. Scenarios 1, 3, 4, and 5 – establishing a new utility tax rate of 10.4% for water distribution to address fire flow capacity

Ordinance No. **5919-A** relating to the utility occupation tax of the City of Bellevue; amending Section 4.10.030 of the Bellevue City Code; providing for referendum as set forth in Chapter 1.12 of the Bellevue City Code; providing for severability; and establishing an effective date.

- b. Scenario 2 – establishing a new utility tax rate of 10.4% for water distribution to address fire flow capacity and a decrease in sewerage utility tax which would result in a savings of approximately \$300,000 to Bellevue customers. *(this item corresponds with Property Tax Scenario 2)*

Ordinance No. 5919-B relating to the utility occupation tax of the City of Bellevue: amending Section 4.10.030 of the Bellevue City Code; providing for referendum as set forth in Chapter 1.12 of the Bellevue City Code; providing for severability; and establishing an effective date.

3. **Water service charges (reduces water service charges due to provision of fire flow capacity through water distribution utility tax (Item 2 above))**

Ordinance No. 5920 establishing revised charges for water service, water consumption, and water standby capacity; repealing Ordinance No. 5847; providing for severability; and establishing an effective date.

4. **Mid-Biennium Budget (umbrella ordinance)**

Ordinance No. 5921 relating to the mid-biennial review and modification of the 2009-2010 biennial budget as required by RCW 35.A.34.130 and Ordinance No. 4872; adopting certain modifications to the 2009-2010 biennial budget; and establishing an effective date.

12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
- (a) Personnel matter *(approximately 1 hour)*
16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8018, authorizing execution of Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, a political subdivision of the State of Washington, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex.

FISCAL IMPACT

This amendment obligates the City to an amount up to \$170,000 over a three-year period (January 2010 through December 2012) for proportional sharing of the annual maintenance and operations cost for the Bellevue/King County Marymoor Ballfield Complex. This estimate is based on a 3% inflation rate (90% of the Seattle-Tacoma-Bremerton Consumer Price Index) as included in the amendment. This amendment does not change the City's proportional cost sharing with King County – the City is responsible for 60% of the total annual maintenance and operations costs. There are sufficient funds in the Parks & Community Services General Fund budget to cover the City's share of the annual maintenance and operations cost.

Since the Marymoor site is a City of Bellevue utility asset, the Parks Department is required to compensate the Utilities Department for the use of this site. In addition to the above stated cost, the Parks Department pays annual property rental costs of \$109,000 to City's Utility Department.

STAFF CONTACTS

Jerry Nissley, Resource Manager, x2929
Pat Harris, Grounds Operation Manager, x2930
Rick Bailey, Contract Administrator, x6031
Parks & Community Services Department

POLICY CONSIDERATION

Per City Purchasing Guidelines Section 7.1, amendments which change the total value of a contract above \$50,000 must be approved by Council.

SUMMARY

On June 7, 1994, Council approved Resolution No. 5785, authorizing an interlocal agreement with King County related to the development, scheduling, and maintenance of the City-owned Marymoor Ballfield Complex. This agreement allowed for proportional programming of three baseball/softball fields over the past fifteen years, with the City programming 60% and King County programming 40% of the field time. Due to their location, the Marymoor fields have been used primarily by adult user groups, with Bellevue youth having priority access to other City fields.

In 2004, King County Parks approached the City asking to review the original agreement and develop a new methodology for equitably sharing the actual cost of maintaining and operating the sports complex. The purpose of the review was to identify the best operating and maintenance model for the facility, while ensuring ongoing public access to the ballfields.

In 2005, Council approved an amendment that adopted a 60%-40% cost sharing agreement for annual maintenance and operations of the sports complex based on proportionate field use. If approved by Council, this new amendment will extend the same conditions and agreed-upon terms of the previous interlocal agreement (see attached).

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8018, authorizing execution of Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex.
2. Do not adopt Resolution No. 8018, and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8018, authorizing execution of Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, in the amount of \$170,000 for a three-year term, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex.

MOTION

Move to adopt Resolution No. 8018, authorizing execution of Amendment No. 2 to the Marymoor Park Interlocal Agreement with King County, in the amount of \$170,000 for a three-year term, for the maintenance and operation of the Bellevue/King County Marymoor Ballfield Complex.

ATTACHMENTS

2009 Amendment Agreement
Vicinity Map
Proposed Resolution No. 8018

AVAILABLE IN COUNCIL OFFICE

1994 King County/City of Bellevue Interlocal Agreement
2005 Amendment Agreement

AMENDMENT #2 TO KING COUNTY/CITY OF BELLEVUE INTERLOCAL AGREEMENT FOR THE JOINT DEVELOPMENT AND COOPERATIVE USE OF BALLFIELDS AT MARYMOOR PARK – 2009

RECITALS

- A. On June 7, 1994, King County, a political subdivision of the State of Washington (“County”), and the City of Bellevue, a municipal corporation (“City”), entered into an Interlocal Agreement related to the development, scheduling, maintenance, and operation of the Bellevue/King County Marymoor Ballfield Complex and park amenities as described in the Interlocal Agreement. Together, the City and the County are referred to herein as “the Parties.”
- B. On October 21, 2005, the County and the City amended the Interlocal Agreement to address Annual Meetings, define Special Events and provide for the sharing of maintenance and operating costs.
- C. Both Parties now wish to amend the Agreement to update the section regarding how the City will compensate the County for maintenance costs incurred by the County for 2009-2012.

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2. All other terms, conditions, specifications and requirements of the Agreement shall remain unchanged and in full effect, except as amended herein.

Approved by:

KING COUNTY

CITY OF BELLEVUE

 Kevin Brown, Director
 Parks and Recreation Division

 Signature

 Name (Please type or print)

 Title (Please type or print)

 Date

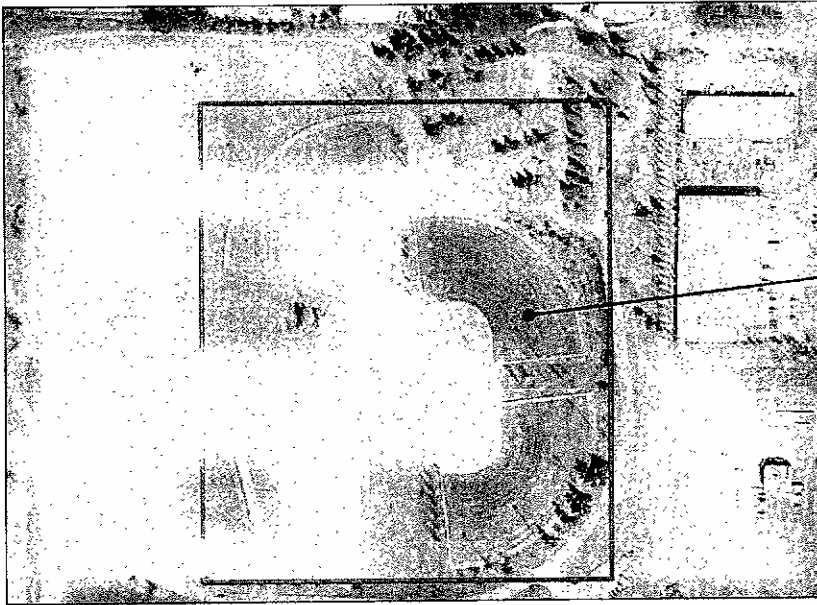
Approved as to Form:
 Office of the King County
 Prosecuting Attorney

Approved as to Form:
 City Attorney
 City of Bellevue

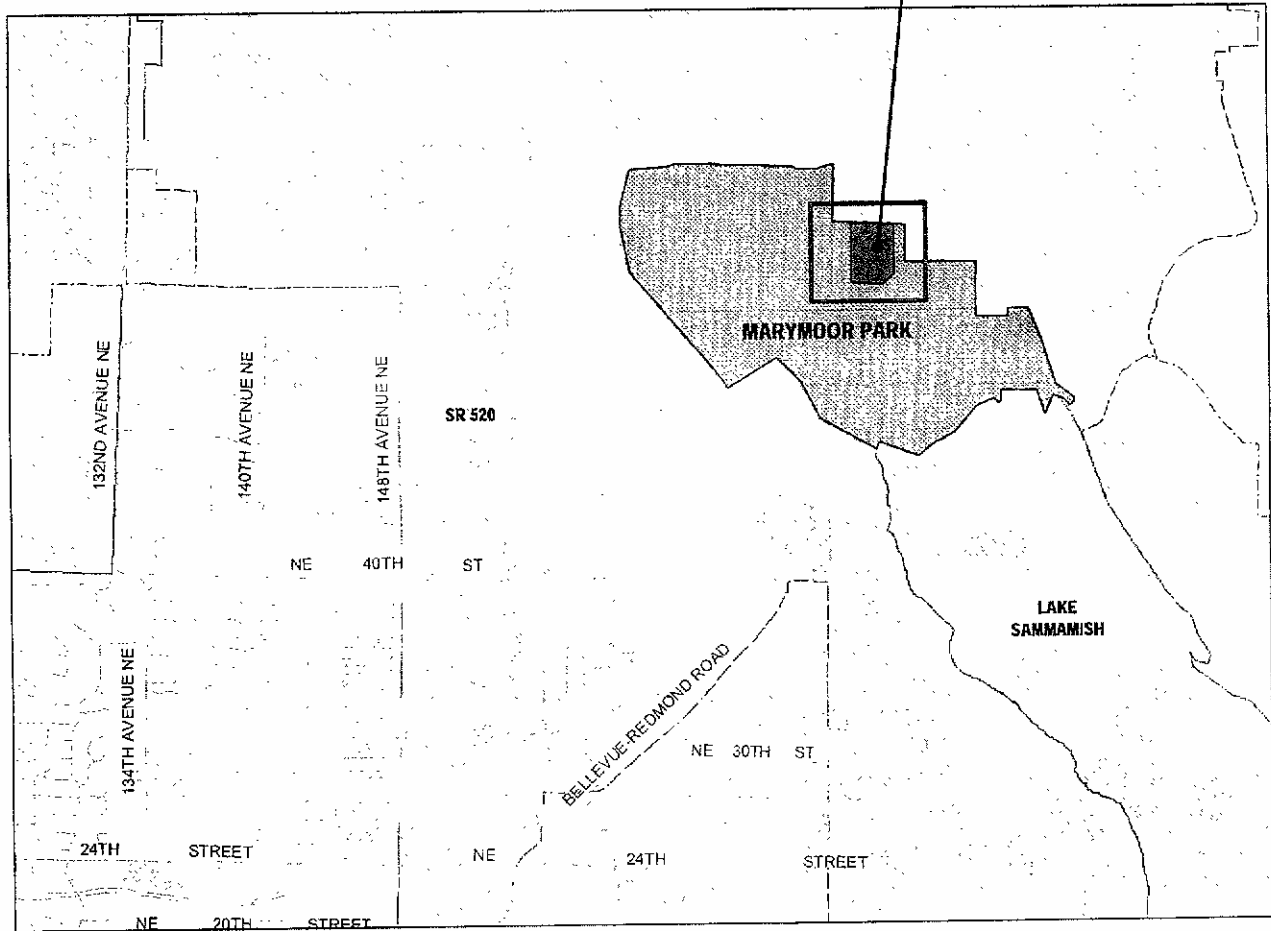
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ATTACHMENT D

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Each Party's Share	40%	60%
King County	\$111,965.12	
City of Bellevue		\$167,947.68
Amount due to County		\$52,947.68



**SITE
LOCATION**



VICINITY MAP

MARYMOOR BALLFIELDS

6500 176th AVE NE, REDMOND, WA, 98052

CR# 45948 Date: 4-9-10 Loc: INTLDC⁰⁰ PO #: 911279-002



City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE, Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: King County/City of Bellevue Marymoor Park Interlocal Agreement	Department: Parks - 587
Contract Description: The joint development and cooperative use of ballfields located at Marymoor Park	Contract Manager: Pat Harris
Total Contract Value: This Amendment Value: \$170,000.00	Contract Type: Interlocal Agreement (ILA)
	Contract Form: Custom contract document
	Budget Expenditure: Expenditure Contract - Sufficient Funds

Maximo User: Yes

Vendor Information:

Is this a new vendor?	Tax ID #:
Vendor Name:	COB License #:
JDE Vendor Number:	UBI #:
Is this vendor an independent contractor?	Contractor's License #:

Contract Terms:

Original Effective Date: 01/01/2010 End Date: 12/31/2012 Subject To:

Related Contract Information:

Is this an amendment/change order/renewal? Yes

Amendment #: <u>123</u>	Original Contract Value:
Amendment Effective Date: 1/1/2010	Total value of Previous Change Orders:
Original PO #:	

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 12/7/2009 Council Action: Resolution Legislative #: 8018

Route:

		In	Out
Contracting Services:	<u>M. Schwabe</u>	<u>12/22/09</u>	<u>12/23/09</u>
Information Technology:	<u>N/A</u>		
Legal:	<u>Kaia</u>	<u>12/23/09</u>	<u>12/23/09</u>
Insurance Reviewed By:	<u>RDC</u>	<u>12/24/09</u>	<u>12/24/09</u>
Department Director:			
Contracting Services:			
Return To:	Pat Harris		
City Clerk's Office:	<u>M. Tomlin</u>	<u>4-9-10</u>	<u>4-9-10</u>

911279-002

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

9 grounds
@ 1680.549600
7680
\$52,971

CONTRACT REVIEW CRITERIA

Contract Title: King County/City of Bellevue Marymoo... **Vendor Name:**

Dept. **Contracting Services**

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the Cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?