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CITY OF BELLEVUE
DATE 10/26/95
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CITY CLERK'S OFFICE
Ord 4808

Joint Cooperation Agreement
Between King County and the City of Bellevue
Relating to the Funding of Certain Park Development Property;
The Bellevue Regional Warm Water/Therapeutic Pool

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Bellevue, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

I. PREAMBLE

King County, in Ordinance 10641, provided funds for the development of the Bellevue Warm Water/Therapeutic Pool, herein after referred to as the "Project". King County and the City of Bellevue are mutually desirous of cooperating to ensure the Project proceeds in a timely fashion. The Project will provide important benefits to the residents of the City of Bellevue and to residents of the surrounding cities and communities of unincorporated King County. The City has committed \$1,700,000 in matching funds. This agreement is made pursuant to RCW 39.34, the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

II. COUNTY RESPONSIBILITIES

1. King County agrees to convey to the City the amounts listed below, on or before the dates listed below, to be used exclusively for the construction of the Bellevue Regional Warm Water Pool ("Pool"):

- By January 31, 1996, the County shall pay the City \$300,000
 - By January 31, 1997, the County shall pay the City \$300,000
 - By January 31, 1998, the County shall pay the City \$300,000
 - By January 31, 1999, the County shall pay the City \$300,000
- for a total payment of \$1,200,000 over the years 1996-1999.

2. The parties acknowledge that the available funds may not be sufficient to complete the full scope of the design envisioned for the Project. No additional funds are committed to the Project in the King County Adopted 1996 Budget and the parties acknowledge that the \$1,200,000 constitutes the entire and complete amount of County funds which will be available for the Project in the King County Adopted 1996 Budget.

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III. CITY RESPONSIBILITIES

1. Upon the execution of this agreement by both parties, the City agrees to proceed with the development of the property known as the Bellevue Regional Warm Water/Therapeutic Pool as a public recreation facility.

2. The City will contribute a minimum of \$1,700,000 toward the development of the Pool.

3. The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs and improvements of the Pool, and for administration of the Project. These responsibilities include, but are not limited to hiring and control of personnel, contracting for design, engineering or construction services, standards of personnel, payroll, and ordering of and payment for supplies and equipment.

4. The City agrees to provide operation, maintenance, repairs and improvements to the Pool for the life of the Pool, in exchange for the funds received under this agreement, the amortization of which are detailed in Attachment "A" hereto.

IV. USE OF FUNDS

1. The City agrees to use the funds transferred by the County for the Project, and for no other purpose. Such use may include design, project management, project administration and construction purposes.

2. The City agrees to refund in full any King County funds transferred for the Project and used for purposes not authorized by this agreement plus interest at market rates.

3. The City agrees, as conditions of receipt of these public funds, to operate and maintain the Center property and site in perpetuity as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City. In the event the City violates any one of these conditions, the City agrees to refund in full any King County funds transferred for the Project plus interest at market rates.

V. DURATION

This Agreement shall be effective upon execution and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

VI. INDEMNIFICATION

1. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

2. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing obligations pursuant to this Agreement, and for those claims that occurred prior to the effective date of transfer of title of the identified properties and improvements to the City.

In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

VII. AUDITS AND INSPECTIONS

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

VIII. WAIVER AND AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

IX. DEFAULT.

1. In the event the City violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement. Time is of the essence of this agreement.

2. In the event the County violates any of the conditions of this Agreement, the City shall be entitled to specific performance of the Agreement.

3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.

X. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

XI. RELATIONSHIP OF THE PARTIES

1. The intent of the parties is that the City shall serve as manager and administrator for the development of the Project, described above. The County will provide limited funds only, as described in Section II above, to assist in the development of the Project.

2. The City shall be responsible for following all applicable Federal, State and local laws in the administration of this project, and assures their procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or construction process. The City further assures procedural consistency with King County Women and Minority Business Enterprise rules, and Affirmative Action, non-discrimination and fair employment rules, regulations and ordinances.

Bellevue Cooperative Agreement: Bellevue Regional Warm Water/Therapeutic Pool

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of ~~Issaquah~~ *Bellevue*

King County Executive

Deputy _____
City Manager

Date

Date

Approved as to Form

Approved as to Form

King County
Deputy Prosecuting Attorney

Lawrence R. Smith

City Attorney

Date

October 20, 1995

Date

Attachment "A"
Bellevue Warm Water/Therapeutic Pool Joint Cooperative Agreement

King County Contribution - \$1,200,000

Value of Bellevue Services to King County Residents

Projected Annual Attendance:

Projected Unincorporated Citizens:

Projected Annual Cost of Center O&M:

Projected Annual Fees:

Net Cost per year
to be paid by City of Bellevue

County Portion of Annual Cost:

Amortization of County Value: