

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOTHELL AND THE
NORTHSHORE PARK AND RECREATION SERVICE AREA**

This agreement is entered into between the City of Bothell (hereinafter “City”), a municipal corporation incorporated under the laws of the State of Washington and the Northshore Park and Recreation Service Area (hereinafter “NPRSA”); a quasi-municipal corporation, collectively, the “Parties.”

WHEREAS, pursuant to King County Ordinance No. 8596 and Snohomish County Ordinance No. 88-066, the voters of the Northshore School District, comprised of portions of both King and Snohomish Counties, approved at the September 20, 1988 primary election the formation of a park and recreation service area with the same boundaries of the Northshore School District; and

WHEREAS, pursuant to RCW 36.68.400, King and Snohomish Counties, along with the City of Bothell, entered into an interlocal agreement in September, 1988, to implement and govern NPRSA; and

WHEREAS, in 2001 King and Snohomish Counties, along with the Cities of Bothell, Woodinville, and Kenmore, entered into an amended interlocal agreement providing for representatives of each entity to participate in governance of NPRSA; and

WHEREAS, each of the Parties of the 2001 amended interlocal agreement makes financial contributions to defray costs associated with governing NPRSA; and

WHEREAS, voters within NPRSA’s taxing district approved a measure on the 2019 ballot raising the levy lid to \$0.04/\$1,000 of assessed value to cover costs for capital improvements to the two buildings owned by NPRSA; and

WHEREAS, NPRSA is solely responsible for the maintenance of its real property and facilities, including but not limited to the buildings leased to the Northshore Senior Center; and

WHEREAS, NPRSA needs professional and administrative services to manage the capital projects, and implement the voter-approved levy; and

WHEREAS, entering into an inter-local agreement for these services with a member agency provides for efficiencies and economies of scale as stated in RCW 39.34; and

WHEREAS, NPRSA solicited interest from the Member Agencies to provide professional and administrative services and only received interest from the City of Bothell with the expectation to be reimbursed in full for the costs of providing its professional expertise; and

NOW THEREFORE; City and NPRSA agree as follows:

I. PURPOSE

The purpose of this agreement is for NPRSA to name City as its “Administering Agency” and for City, as the Administering Agency, to agree to provide professional and administrative services, on behalf of NPRSA, for the purpose of both managing their current facilities and effectuating repairs to said facilities as generally outlined in the Facility Condition Assessment prepared by EMG Corp, dated August 7, 2019. NPRSA will pay City actual value of services in order for City to fully recover its costs. The King County treasurer will remain NPRSA’s treasurer pursuant to RCW 36.68.500. NPRSA will retain all other rights and responsibilities, including but not limited to levying and collecting taxes from the NPRSA’s taxing district, proposing legislation to its member agencies, approving budgets and adopting policies for budget expenditures, holding meetings following the requirements of the Open Public Meetings Act, entering into and authorizing execution of contracts for goods and services, adopting public procurement policies that do not conflict with those of the Administering Agency, retaining sole ownership of the property and buildings already under its ownership; overseeing the activities the Administering Agency provides to NPRSA, and any other obligations pursuant to any contract or local, state, or federal law.

II. DUTY OF NPRSA

NPRSA will pay City for providing professional and administrative services in accordance with Sections IV(b) and (c) below.

III. AUTHORITIES AND DUTIES OF CITY

Separate and apart from its role as a member agency, City shall have the authority and duty to:

- a. Appoint or hire City staff to provide professional and administrative services to NPRSA;
- b. Recover the costs of providing the professional and administrative services in full, as agreed to in this agreement and future annual budgets;
- c. Present financial and programmatic analysis and recommended action to NPRSA;
- d. Clerk the public meetings of NPRSA;
- e. Solicit and evaluate bids per the public procurement process;
- f. Execute contracts on behalf of NPRSA;
- g. Maintain all public records and respond to public records requests related to NPRSA;
- h. Recommend financial and procurement policies to NPRSA that align with those of City;
- i. Prepare and submit quarterly and annual reports to NPRSA;
- j. Submit invoices and receive reimbursement from NPRSA's fiscal agent, King County, for the cost of professional and administrative services and capital improvements;
- k. Prepare and submit required financial reports to the State Auditor;
- l. Obtain necessary insurance coverage for NPRSA; and
- m. Participate in any audits of NPRSA.

IV. COST ALLOCATION AND BUDGET

NPRSA retains final decision-making authority regarding its budget. City will prepare the annual budget and present recommended action to NPRSA so as to fulfill the purpose of this agreement and implement the capital improvements funded through the levy.

- a. Scope of Professional and Administrative Services. To fully support the operations and administration of NPRSA, and achieve the economies of scale intended by this agreement, the City will provide services including, but not limited to:
 - i. Executive Director and Levy Coordination services: administer the ILA, provide professional public administration expertise and advice to NPRSA, oversee capital projects planning, provide general management, procure and execute contracts for goods and services, analyze levy finances and prepare budgets, develop and recommend financial and procurement policies, provide grants management, and prepare and submit quarterly and annual reports to NPRSA.
 - ii. Clerk services: prepare agenda packets, post meeting notices and notify NPRSA board members pursuant to the board's duly adopted bylaws, clerk meetings of NPRSA, and record and archive meeting minutes and actions of NPRSA.
 - iii. Records Management services: ensure compliance with Public Records Act requirements, archive and manage all public records, develop and recommend retention policies, and respond to public records requests.

- iv. Financial Reporting services: prepare and submit the Annual Financial Reports to the State Auditor and NPRSA.
 - v. General centralized services: including, but not limited to, information technology, payroll, human resources, legal advice, and facilities for employees. These overhead services provide economies of scale to NPRSA, rather than its employing specific staff positions for each function.
 - vi. Initial and emergency assessment of problems as they arrive.
- b. Estimated Cost for Professional and Administrative Services in 2020. NPRSA agrees to remunerate City \$195,000 for professional and administrative services rendered from June 1 through December 31st of 2020. This amount is an estimate. If City anticipates that the actual cost of such services will exceed the estimate above, City shall advise NPRSA and request that NPRSA's board adopt a revised budget for such services before the additional costs are incurred.
- c. Cost Allocation for Professional and Administrative Services in Subsequent Years. The parties have determined that the services listed above are needed to support NPRSA in the administration of its levy, with the understanding that the need for some tasks will lessen over the next few years. City will re-assess the level of service needed for general oversight, records management, and implementation of the capital improvements and incorporate the costs of these services into the annual budget, for NPRSA consideration.

V. DURATION

This agreement is effective June 1, 2020, regardless of when each party's authorized representative signs the agreement. The intent of the parties is for the effective date to be June 1, 2020. This agreement shall continue until December 31, 2025 or until the agreement is otherwise modified or terminated as provided hereinafter.

VI. INDEMNIFICATION

To the maximum extent permitted by law, NPRSA will hold harmless from, and indemnify and defend City (including its officers, directors and employees) (the "Indemnified Parties") from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the purpose, authority and/or duties of this agreement, PROVIDED THAT NPRSA's duties under this paragraph shall not extend to injuries and damages caused by the sole negligence of the City.

NPRSA specifically waives all immunity and limitations on liability under the workers compensation act, RCW title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for NPRSA or a contractor under workers' compensation, disability benefit or other employee benefit laws. NPRSA recognizes that this waiver was specifically entered into and was the subject of mutual negotiation. Provided, however, NPRSA's waiver of immunity by the provisions of this paragraph extends only to claims against NPRSA by City and does not include or extend to any claims by City's employee(s) directly against City.

VII. TERMINATION

This agreement may be terminated at the convenience of either party upon written notice of one party to the other, effective 60 days after receiving the notice. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

VIII. MODIFICATION

This agreement may be amended or modified only by a writing signed by both parties.

IX. LEGAL REPRESENTATION

NPRSA agrees to engage its own legal counsel to negotiate this ILA or when requested to do so by City's attorney. City's attorney does not represent and does not have a fiduciary duty toward NPRSA. However, City's attorney will counsel City's staff regarding procurement of goods and services for NPRSA, consistent with City policies, and local, state, and federal law.

X. MISCELLANEOUS PROVISIONS. No separate legal entity is created by this interlocal agreement. City shall be the administrator for this cooperative undertaking. Each party shall retain ownership of its separate real and personal property. This agreement does not contemplate acquisition of joint real or personal property.

XI. NOTICE

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below and given personally or by certified mail. All notices shall be effective upon the date of receipt.

CITY
City Manager
18415 101st Ave NE
Bothell, WA 98011

NPRSA
Board Chair
10201 E. Riverside Drive
Bothell, WA 98011


This agreement is executed by:

CITY OF BOTHELL

Jennifer Phillips: *Jennifer Phillips*
Jennifer Phillips (Aug 3, 2020 16:57 PDT)
City Manager

Dated: Aug 3, 2020

NORTHSHORE PARKS AND RECREATION SERVICE AREA

James McNeal: 
James McNeal (chair) (Aug 3, 2020 16:33 PDT)
Board Chair

Dated: Aug 3, 2020

Approved as to form:

By: *Paul Byrne*
Paul Byrne (Jul 14, 2020 16:14 PDT)
Paul Byrne
City Attorney for City of Bothell

Approved as to form:

By: Jeffrey Taraday
Jeffrey Taraday (Aug 3, 2020 15:03 PDT)

Jeff Taraday

Limited Engagement Counsel for NPRSA

(This page intentionally left blank)