

2023 – FIFTH AMENDMENT TO THE 1994 INTERLOCAL AGREEMENT FOR THE
JOINT DEVELOPMENT AND COOPERATIVE USE OF BALLFIELDS AT MARYMOOR
PARK BETWEEN KING COUNTY AND CITY OF BELLEVUE

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 Parties amended the 1994 Interlocal Agreement (“Agreement”) to address Annual Meetings, define Special Events and provide for the sharing of maintenance and operating costs in a new subparagraph C in Section 37.2.
- C. On December 24, 2009, the Parties amended the Agreement a second time to address update the maintenance and operating cost sharing arrangement established in General Maintenance, Section 37.2.C.
- D. On April 10, 2013, the Parties amended the Agreement a third time to the cost sharing basis.
- E. On April 12, 2018, the Parties amended the Agreement a fourth time to update the maintenance and operating cost sharing arrangement established in General Maintenance, Section 37.2.C.
- F. Both Parties now wish to amend the Agreement once again to update the General Maintenance section regarding how the City will compensate the County for maintenance costs incurred by the County in 2023.

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 \$161,019) 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 an equitable distribution of annual costs, the City shall reimburse the County the amounts stipulated in Table 1.

TABLE 1
2022 payment amount: \$55,191 (as memorialized in Amendment 4).
The Parties agree to increase the City's annual payment to County by 2.50%, rounding to the nearest dollar, as follows: 2023 PAYMENT AMOUNT: \$56,571

- 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 end of the initial 30 year term of the agreement, they will evaluate, discuss, and endeavor to agree upon modifications to the cost sharing plan for 2025 and future years beyond the June 29, 1994 end of the initial 30 year term .
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

Warren Jimenez, Director
Parks and Recreation Division

Signature

Date

Name (Please type or print)

Approved as to form:

Title (Please type or print)

Assistant City Attorney

Date

Date