AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE, WASHINGTON, AND THE SEATTLE PARK DISTRICT

This agreement between the City of Seattle, Washington (the "City") , a first class city organized under the laws of the State of Washington, and the Seattle Park District (the "Seattle Park District"), a municipal corporation organized under chapter 35.61 RCW and the laws of the state of Washington, is dated as of this 30th day of OCTOBER, 2014.

WHEREAS, the City passed Ordinances 124467 and 124468 proposing formation of a metropolitan park district, with the intent to cooperate with such a district to provide ongoing and stable funding to maintain, operate and improve parks, community centers, pools and other recreation facilities and programs, and to implement elements of the Seattle Parks Legacy Plan and other planning documents; and

WHEREAS, the formation of the Seattle Park District was placed before the voters at an election held on August 5, 2014 and was formed immediately upon certification of the election results, pursuant to RCW 35.61.040, possessing all powers available to a metropolitan park district under state law; and

WHEREAS, the City and the Seattle Park District are each authorized by RCW 67.20.010 and other state law to act independently or jointly to maintain, operate and improve parks, community centers, pools and other recreational facilities; and

WHEREAS, Article XI of the City Charter vests in the Seattle Department of Parks and Recreation the responsibility for the management and control of the park and recreation system of the City; and

WHEREAS, by Ordinance 124468 of the City, the Mayor is authorized to execute this Agreement on behalf of the City; and

WHEREAS, by Resolution 1 of the Board of Commissioners of the Seattle Park District (the "District Board"), the President of the District Board is authorized to execute this Agreement on behalf of the Seattle Park District; and

WHEREAS, the City and the Seattle Park District desire to enter into this Agreement in order to provide ongoing and stable funding to maintain, operate and improve parks, community centers, pools and other recreation facilities and programs, and to implement elements of the Seattle Parks Legacy Plan and other planning documents; NOW THEREFORE,

The City and the Seattle Park District agree as follows:

1. Purpose and Interpretation. The City and the Seattle Park District are each, independently and acting jointly, empowered to maintain, operate and improve parks, community centers, pools, and other recreation facilities and programs. The purpose of

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this Agreement is to make the most efficient use of public funds, avoid duplication of effort, and coordinate efforts.

2. Obligations of the Seattle Park District. The Seattle Park District agrees as follows:

   2.1 Governance. The Seattle Park District Board of Commissioners ("District Board") shall conduct its business in accordance with state law, as necessary in order to review, consider and approve the annual budget for the Seattle Park District, including the levy of property taxes, and to participate in the planning and budgeting process set forth in Section 4 of this Agreement. The District Board will waive any additional compensation available under RCW 35.61.150.

   2.2 Staffing. The Seattle Park District shall not hire its own staff and shall not contract for the implementation of projects, programs or services with any person other than the City. The City shall provide the staff and other resources to implement the projects, programs and services identified in the adopted Seattle Park District budget. City staff supported with Seattle Park District funds shall remain City employees subject to applicable labor contracts. If public works, or other projects and activities need outside contracts to complete the work, the City will enter into those contracts using City contracting procedures. Nothing in this section affects the authority of the City to implement projects, programs or services funded by the Seattle Park District as it deems appropriate.

   2.3 Finance. The Seattle Park District shall levy property taxes annually under RCW 35.61.210, within applicable statutory and constitutional rate and amount limitations, in amounts sufficient, together with any other available funds, to provide for the payment to the City of amounts set forth in its annual budget adopted in accordance with Section 4 of this Agreement. The Seattle Park District will levy only the amount necessary to fund its budget adopted in accordance with the procedures under section 4.2 below. The Seattle Park District further agrees that if it receives revenues from taxes or any other source in excess of the amounts needed to fund its obligations to the City (revenues in excess of appropriations), such money will be used to reduce tax revenues collected in the following year's levy.

   2.4 *Ex Officio* Treasurer. The Seattle Park District shall take such actions as are necessary under RCW 35.61.180 to appoint the City Director of Finance to serve as *ex officio* Treasurer for the Seattle Park District.

3. Undertakings of the City. The City agrees as follows:

   3.1 Duty to Provide Facilities and Services. The City shall maintain, operate and improve its parks, community centers, pools and other recreation facilities (including, without limitation, open spaces, zoo and aquarium facilities), and shall provide recreational programs, on behalf of itself acting in conjunction with the Seattle Park District. The City agrees to participate in the budgeting and planning

processes described in Section 4 of this Agreement and to apply any funds received by it from the Seattle Park District, solely as set forth in the Seattle Park District's adopted budget.

3.2 Park Employees. The City shall provide the staff and other resources to implement the projects, programs and services identified in the adopted Seattle Park District budget. The City shall provide necessary related support to the Seattle Park District, including without limitation, administrative staffing, legislative staffing, treasury management services, legal services, subcontracts, and similar support. The Seattle Park District shall not contract for the implementation of projects, programs or services with any person other than the City. Nothing in this section affects the authority of the City to implement projects, programs or services funded by the Seattle Park District as it deems appropriate.

The reasonable costs of such staffing and support shall be reported to the Seattle Park District at least annually and may be included as part of the Seattle Park District annual budget.

3.3 Finance. The City shall include in its annual budget General Subfund revenues to support the Department of Parks and Recreation ("DPR") projects, programs and services in amounts necessary to meet or exceed the minimum funding described in this paragraph. The 2014 Adopted Budget for DPR includes $89 million of General Subfund revenues which will be the baseline for allocating General Subfund revenues to DPR, adjusted annually by the annual percent change (July to July) in the Consumer Price Index (CPI-U) for Seattle ("CPI"), unless the City Council by resolution with a ¾ vote determines that a natural disaster or exigent economic circumstances prevent the Council from maintaining this level of General Subfund support. The City shall continue to allocate all revenues dedicated by Article XI, section 3 of the City Charter to the operation and maintenance of the park and recreation system. The Council will approve DPR's budget and provide oversight in accordance with the City's normal budget processes and Section 4 of this Agreement. The City shall keep such books and records as are necessary to ensure the proper expenditure of all funds received by it for parks and recreation purposes, in accordance with this Agreement, state law and City ordinances.

3.4 *Ex Officio* Treasurer. The City Director of Finance agrees to accept appointment as *ex officio* Treasurer for the Seattle Park District in accordance with RCW 35.61.180. In such capacity, the City Director of Finance shall maintain financial records on behalf of the Seattle Park District, kept in accordance with applicable generally accepted accounting principles and other applicable governmental accounting requirements.

3.5 Compliance with Other Law. In providing services pursuant to this Agreement, the City shall in all respects abide by all applicable federal, state and local

requirements, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

4. Other Agreements. In addition the Seattle Park District and the City agree as follows:

4.1 Ownership and Disposal of Assets. All park and recreation land, facilities, and equipment that are maintained, acquired, improved or otherwise used in connection with this Agreement are and shall remain the property of the City. No joint property ownership is contemplated under the terms of this agreement. Sale of City-owned park land or facilities remain subject to the restrictions contained in City Ordinance 118477, which adopted Initiative 42.

4.2 The Budget Process.

A. Annual Seattle Park District Budget Request. The Mayor will direct the development and implementation of DPR's budgets and work programs, which will include tasks performed on behalf of both the City and the Seattle Park District. The City will continue to provide funding for park purposes consistent with Section 3.3 of this Agreement and Article XI of the City Charter. In conjunction with its own budget process, the City shall prepare an annual budget request for Seattle Park District funding, to be presented to the District Board. The budget request shall include an annual proposed project list and budget for expenditure of Seattle Park District revenues. The budget shall be accompanied by an annual report that documents the status of the park and recreation projects, programs and services undertaken pursuant to this Agreement, and describes how Seattle's various peoples and neighborhoods have been equitably served by the projects, programs, and services. Each budget request shall be consistent with the then-current 6-year plan, as described in Section 4.3.

B. The Seattle Park District. Using the budget request submitted by the City, the District Board will annually review and approve a final Seattle Park District budget. The Seattle Park District's annual budgets for the first six years (2015 through 2020) shall make appropriations sufficient to fund the 6-year spending plan shown in Exhibit A. Thereafter, each annual budget shall make appropriations sufficient to fund a plan adopted through the 6-year planning process described in Section 4.3.

4.3 Six-Year Planning Cycles. The City and the Seattle Park District agree to engage in planning activities on a six-year cycle. For each six-year cycle, beginning with the cycle that includes 2021 through 2026, the City Council and the Mayor will consider the recommendations of the Community Oversight Committee, upon conclusion of a public process, and will recommend to the District Board an updated list of Seattle Park District funded projects, programs and services including projected costs, as part of the budget process. Equitable distribution of services among Seattle's various peoples and neighborhoods, including

addressing historical and developing gaps in access for low-income and communities of color, will be considered in developing each update.

4.4 Community Oversight Committee. In addition to the community-based Park Board, which advises the City pursuant to chapter 3.26 of the Seattle Municipal Code, a Community Oversight Committee ("Oversight Committee") shall be formed to provide advice to the Mayor, City Council, and Superintendent of Parks and Recreation, and to provide oversight of the projects, programs and services undertaken jointly by the City and the Seattle Park District, pursuant to this Agreement, as follows:

A. The Oversight Committee shall have 15 members: 4 Park Board members; 7 members, one from each Council district; and 4 additional members to be considered for appointment based on recommendations from City commissions, including the Immigrant and Refugee Commission, the Commission for People with Disabilities, the Human Rights Commission, the Seattle Lesbian Gay Bisexual Transgender Commission, and the Women's Commission. All member appointments are to be confirmed by the City Council. The Mayor shall appoint the Chair of the Oversight Committee.

B. The City will seek to appoint Oversight Committee members with a diversity of expertise, and perspectives including but not limited to parks management, public financing, urban horticulture, landscape architecture, contract management, and the interests of low-income and communities of color..

C. Oversight Committee terms for Park Board members will coincide with their Park Board terms. The 11 other members will serve 3-year terms that begin in April. The initial terms for these seats shall be staggered, so that 4 members serve a one-year term, 4 members serve a 2-year term, and the 3 remaining members serve a 3-year term.

D. The Oversight Committee will advise on spending and activities including:

1. Establish a Major Projects Challenge Funds application process and evaluation criteria, and make recommendations to the Superintendent of Parks and Recreation ("Superintendent") on the annual allocation of the Major Projects Challenge Fund.

2. Reviewing an annual report prepared by DPR for the Seattle Park District and the City, including assessment of performance measures and expenditure of District funds including interest earnings, and reporting to the Superintendent and Park Board on implementation issues, concerns and needed adjustments in services or spending.

3. Holding public meetings and making recommendations to the Superintendent in connection with each 6-year update to the spending plan.

4. Provide to the Mayor, City Council, and Superintendent of Parks and Recreation an annual report on the progress of expenditures, a mid-term report half-way through each 6-year period, and a final report in advance of each 6-year update to the spending plan. Progress on construction of park development on the 14 land-banked sites in Initiative 4.4 will be among the issues addressed in the first mid-term report.

5 Condemnation and other Exercise of Governmental Powers. The Seattle Park District shall not exercise condemnation powers within the City of Seattle. If condemnation of property is required for Seattle Park District purposes, the City may exercise condemnation powers on the Seattle Park District's behalf. The Seattle Park District shall form no local improvement district within the City. If formation of a local improvement district is required for Seattle Park District purposes, the City may carry out the formation and may levy and collect of assessments on the Seattle Park District's behalf.

6. Termination and Dissolution. This agreement shall terminate or expire as follows:

6.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days' notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by the City within such period following the notice by either party.

6.2 Unless earlier terminated by either party, this agreement shall expire on the date when the Seattle Park District is dissolved in accordance with provisions of chapter 35.61 RCW, as the same exists or is hereafter amended. Upon dissolution of the Seattle Park District, it is the intent of the parties that all assets be turned over to the City.

7. Severability. In the event that any provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

8. Effective Date. This agreement shall be effective upon the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

SEATTLE PARK DISTRICT

Jean Godden, President of the Board

10/28/14
Date

CITY OF SEATTLE

Mayor Edward B. Murray

10/30/14
Date

Exhibit A: Seattle Park District Financial Plan 2015-2020 version 2