

ORDINANCE NO. **9746**

AN ORDINANCE authorizing the conveyance of certain parks, recreation facilities, and open space properties in the city of SeaTac, authorizing the execution of an agreement pertaining to the maintenance, operation, and use of such properties, and obligating King County and the city of SeaTac to share certain costs for an interim period of years.

PREAMBLE

1. King County owns certain park, recreation, and open space properties inside the corporate boundaries of the City of SeaTac as listed in the attached referenced draft agreement and as described in the attached referenced deeds.

2. The city of SeaTac has requested that King County convey such park, recreation and open space properties to the city. The city agrees to maintain, operate, and develop such properties in perpetuity subject to the terms and conditions of the attached referenced draft agreement.

3. The King County executive has determined that, because of the willingness of the city to operate the properties in perpetuity as public parks, recreation facilities and open space, the property is surplus to the foreseeable needs of the county and should be conveyed to the city subject to the terms and conditions of the attached referenced agreement.

4. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the lands described herein to the city.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the citizens of King County, is hereby authorized to execute deeds of conveyance in favor of the city of SeaTac and to execute an agreement substantially similar to the attached referenced draft agreement regulating the uses of the conveyed properties and obligating King County and the city SeaTac to share certain operating and maintenance costs for an interim period of years.

INTRODUCED AND READ for the first time this 3<sup>rd</sup> day of December, 1990

PASSED this 10<sup>th</sup> day of December, 1990.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Potvin  
Clerk of the Council

APPROVED this 21<sup>st</sup> day of December, 1990.

Jim Hill  
King County Executive

AN AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SEATAC  
FOR  
THE OWNERSHIP, FUNDING, OPERATIONS AND  
MAINTENANCE OF PARKS, OPEN SPACE,  
RECREATION FACILITIES AND PROGRAMS

This agreement is made and entered into this day by and between the City of SeaTac, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS, the City desires to own, operate and maintain parks, open space, recreation facilities and programs inside its boundaries, and

WHEREAS, the County desires to divest itself of ownership, programmatic, and financial responsibility for non-regional parks, open space, recreations facilities and programs inside city boundaries, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to make the transition smooth and avoid service disruption.

NOW, THEREFORE, the County and the City hereby agree:

1. Conveyance of Title. On or about January 1, 1991, the County shall convey to the City, by deeds attached to and incorporated by reference into this agreement, an undivided equal interest in the following listed park, open space, and recreation sites to be held as joint tenants:

Angle Lake Park;  
Bow Lake Park;  
Grandview Park;  
McMicken Heights Park;  
Valley Ridge Park;  
Mansion Hill (508300-0070)  
    Lot 14, Block 1, Less State Highway;  
Seeleys Addn to Des Moines (768620-1645)  
    Vacated Lot 10, Block 33;  
Tax Lot 356 (092204-9356)  
    Section 9, Township 22 North, Range 4 East, W.M.;  
Turner Bell Addition (870960-0025)  
    North 20 feet of South 120 feet of Lot 5.

On or about January 1, 1994, the County shall convey to the City by deeds the County's remaining interest in the above listed sites. EXCEPT THAT, the County shall not convey to the City any interest in the Grandview Park property without first getting the approval of the United States Secretary of the Interior or his/her successor in function as is required by a covenant placed on the title of the Grandview Park property by the United States government, who granted the property to the County. The County agrees to exercise due diligence in seeking approval of the conveyance.

The deeds shall contain all reservations of record known to the County, a reference to Forward Thrust Bond Covenants, if applicable, and the following specific covenants pertaining to use and assessment of fees: "The City covenants to operate and maintain the site in perpetuity as a public open space or as a public recreational facility except that the City may trade the site or part of the site for property of equal or better recreational value or open space 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 of Sea Tac residents as for the residents of the City."

The City agrees to abide by and enforce all the terms, conditions, reservations, restrictions, and covenants to title.

2. Responsibility for Operations, Maintenance, Repairs and Improvements. Except as provided in the next paragraph pertaining to the Angle Lake guarded swim beach program, on January 1, 1994, the City shall assume full and complete responsibility for operations, maintenance, repairs, and improvements of the sites listed in 1. above. The responsibility includes but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering and payment for supplies and equipment. Until January 1, 1994, the County agrees to continue to operate, maintain, and repair the sites listed in 1 above and to operate recreation programs inside the boundaries of Sea Tac. The County further agrees to perform maintenance of sites at about the level reflected in an attachment to this agreement entitled "Labor by Task".

Effective January 1, 1991, the City shall assume full and complete responsibility for any guarded swim beach program at Angle Lake Park, including but not limited to hiring and control of personnel, standards of personnel, payroll, and ordering and payment for supplies and equipment.

3. Interim Net Direct Cost Sharing for Operation and Maintenance. For an interim period of three years and in the amounts described below, the City will pay the County a share of the net direct costs of operating and maintaining the sites listed in 1. above to be conveyed to the City:

By December 31, 1991, the City shall pay the County \$64,000.

By December 31, 1992, the City shall pay the County \$118,000.

By December 31, 1993, the City shall pay the County \$179,000(100% of estimated net direct costs)

4. Use of Fields for County Organized Games. The parties agree there will be a transition period from January 1, 1991 through December 31, 1995 to avoid disruption of service to the public who use the athletic fields at Valley Ridge and Grandview Parks. The County agrees, during the first three years of the transition period, to continue to schedule organized athletics at these two parks. The City agrees, during the last two years of the transition period, to the following scheduled field use for County organized athletics once the City assumes full ownership of the property:

Valley Ridge Softball Use: double header games on Field 3 or Field 4 for 14 weeks beginning the first week in May and ending after the first week in August on Monday through Thursday evenings for a total of 8 games per week and 112 games per season.

Grandview Soccer Use: Field 1 for 12 months per year 6:30 P.M. - 10:30 P.M. on Monday and Friday and for 3 months per year(May, June, and July) 6:30 P.M. - 10:30 P.M. on Tuesday.

The revenues from the field use after the City assumes full ownership and maintenance responsibility on January 1, 1994, will accrue to the City.

By mutual agreement of the City and County, the above schedule may be altered to meet changed conditions including possible future annexations and incorporations.

5. Adoption of Park Code. In the interest of maintaining orderly park use during the period from January 1, 1991 until January 1, 1994, the City agrees to adopt by January 1, 1991 a park use code which may be the same as the County's park use code or may be different to satisfy the City's unique requirements.

6. Duration. This Agreement is effective on January 1, 1991, provided the agreement has been duly authorized and signed by both parties. The duration of the agreement shall be indefinite.

7. Indemnification.

- A. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees 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 City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

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

8. Non-discrimination. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal laws and standards.
9. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and three (3) years after termination.
10. Default/Remedies. In the event the City violates any of the conditions of this agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the agreement or, alternatively, at the County's sole discretion, the title shall revert to the County.
11. Rights Reserved. Nothing herein shall limit, waive or extinguish any right or remedy provided by law that either party may have in the event the obligations, terms and conditions set forth herein are breached by the other party.
12. Entire Agreement/Modifications/Waiver of Default. 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 agreement as though fully set forth herein.

Waiver of any default or breach of any provision of this agreement shall not be deemed to be waiver of any other or subsequent default or breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in addenda or amendments as set forth in the paragraph above.

13. Contract Administration. The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's and City's liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Parks Division and the Office of Financial Management. The contract administrators will meet as needed, with either party authorized to call meetings with ten days written notice to the other.

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the King County Parks Division Manager for settlement.

14. Invalid Provisions. If any provision of this contract shall be held invalid, the remainder of the agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

Sea Tac

\_\_\_\_\_  
KING COUNTY EXECUTIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

Acting under authority  
of Ordinance No. \_\_\_\_\_

Acting under authority  
of \_\_\_\_\_ No. \_\_\_\_\_

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County  
Prosecuting Attorney

\_\_\_\_\_  
City Attorney

MW:ct  
10-30-90

## LABOR BY TASK (1989 Year End Actuals)

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ANGLE LAKE PARK

	Actual Hours
Mow/Trim/Edge	252.00
Athletic Field Maint	5
Baseball/Softball Prep	46.00
Playground Inspec/Maint	49.00
Tennis Ct/ Hard SFC Maint	2.50
Sweeping	92.00
Raking	134.00
Litter/Garbage	406.00
Restroom/Bathhouse Maint	272.00
Picnic/Out Kit/Camp/BB	44.50
Outdoor BBQ	3.50
Buildng/Barn Unit	88.00
Irrigation	119.00
Landscape Maintenance	24.50
Brushing	20.00
Open/Close Park	27.00
Ordinance Enforcement	73.50
Beach/Dock/Boat/Launch	239.50
Administration	2.00
Carpentry/Fences/Locks	1.00
Painting	0.50
Drainage Maint/Repair	18.00

TOTAL	1,919.50
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## BOW LAKE PARK

Mow/Trim/Edge	14.00
Raking	2.00
Liter/Garbage	11.00
Building/Barn Maint	1.00
Landscape Maint	
Brushing	13.50

TOTAL	41.50
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## GRANDVIEW PARK

Mow/Trim/Edge	122.50
Athletic Field Maint	16.50
Soccer-All Weather Pre	265.00
Playground Inspec/Maint	16.50
Sweeping	59.00
Raking	2.50
Litter/Garbage	179.50
Restroom/Bathhouse Maint	117.50
Landscape Maint	2.00
Brushing	18.00
Open/Close Park	
Carpentry/Fences/Locks	2.00
Drainage Maint/Repair	5.50

TOTAL	806.50
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## MCMICKEN HEIGHTS

Mow/Trim/Edge	45.50
Tennis Ct/Hard SFC Maint	11.50
Raking	11.00
Litter/garbage	41.50
Brushing	9.50
Drainage Maint/Repair	3.00

TOTAL	122.00
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## VALLEY RIDGE PARK

Mow/Trim/Edge	275.50
Athletic Field Maint	104.50
Soccer-Turf Prep	54.50
Soccer-All Weather Pre	1.00
Baseball/Softball Prep	666.00
Tennis Ct/Hard SFC Maint	54.00
Stores/Mail Pickup	2.50
Sweeping	33.00
Raking	51.50
Litter/Garbage	312.50
Restroom/Bathhouse Maint	139.00
Building/Barn Maint	159.00
Landscape Maint	9.00
Brushing	25.00
Plumbing/Repairs Maint	4.00
Carpentry/Fences/Locks	1.50
Drainage Maint/Repair	18.50

TOTAL	1,911.00
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