

July 2, 1993  
TH:CG: 309J.2

Introduced by: NICKELS  
BARDEN

Proposed No.: 93-478

MOTION NO. 9108

A MOTION authorizing the county executive to enter into a joint cooperation agreement with the city of Burien relating to the Lake Burien School Park site development.

WHEREAS, the city of Burien desires to administer the development of the King County Parks property site commonly known as Lake Burien School, described in the attached agreement, and

WHEREAS, King County is desirous of allowing the recently incorporated city of Burien significant community input into the development and operation of the Lake Burien School site, and

WHEREAS, the county is willing to provide limited project funds toward the development of the park, and

WHEREAS, King County Council Motion 8056 calls for King County to transfer operating and financial responsibility for neighborhood parks to incorporated cities, and

WHEREAS, the city is willing to accept such responsibility;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to enter into a joint cooperative agreement with the city of Burien, substantially in the form attached, relating to the ownership, funding, operation and maintenance of the Lake Burien School Park site.

PASSED this 23<sup>rd</sup> day of August, 19 93

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachments:  
Joint Cooperation Agreement

**Joint Cooperation Agreement**  
**Between King County and the City of Burien**  
Relating to the Ownership, Funding,  
Operation and Maintenance of Certain Park Property:  
the Lake Burien School Park Site

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 Burien, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

**I. PREAMBLE**

King County and the City of Burien are mutually desirous of allowing the recently incorporated City of Burien significant community input into the development and operation of the King County Parks site known as the Lake Burien School Park site, located at 14660 18th Avenue Southwest, more particularly described on Attachment "A" hereto and made a part hereof. The County has provided certain funds in its Capital Improvement Program budget for initial development of this site, hereinafter referred to as the "Project". The City has secured assurances of volunteer labor to assist in the development of the Project, and intends to commit additional resources from the City budget to further the site development. 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. Within thirty (30) days of the signature of this agreement by the parties, King County agrees to transfer the remaining project funds to the City, to be used exclusively for the development of the Lake Burien School site as a public park.

2. The amount available is expected to be approximately \$200,000 (two hundred thousand dollars), or the remaining balance of funds in King County Capital Improvement Project Numbers 316743 and 349735, whichever is less. 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, and the parties acknowledge that this one time transfer of funds constitutes the entire and complete amount of County funds which will be available for the Project.

**III. CITY RESPONSIBILITIES**

1. Upon signature of this agreement by both parties, the City agrees to proceed with the development of the property known as Lake Burien School site as a public park.

2. Upon signature of this agreement by both parties, the City agrees to assume full and complete responsibility for operations, maintenance, repairs and improvements of the Lake Burien School park site as described in Attachment "A", 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.

**IV. USE OF FUNDS**

1. The City agrees to use the funds transferred by the County for the improvement of the Lake Burien School park site, 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 upon request any King County funds transferred for the Lake Burien School park site and used for purposes not authorized by this agreement.

**V. DURATION**

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

**VI. INDEMNIFICATION**

1. The County shall indemnify and hold harmless the City 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 action or omission of the County, 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 City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

2. 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 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 judgement 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.

**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 the capital project manager and administrator for the development of the property described above. The County will retain title to the property and will provide limited funds, as detailed above, to assist in the development of the park site.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OFM June 8, 1993  
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Attachment A - Lake Burien School  
Legal Description

9108

Lots 4 through 13, inclusive, Block 18, Seahurst Park, according to the plat recorded in Volume 21 of Plats, page 47, records of King County, Washington; EXCEPT the West 20 feet of the North 21 feet of said Lot 5.