

ORDINANCE NO. **9745**

AN ORDINANCE authorizing the conveyance of certain parks, recreation facilities, and open space properties in the city of Federal Way, authorizing the execution of an agreement pertaining to the maintenance, operation, and use of such properties, and obligating King County and the city of Federal Way to share in 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 Federal Way as listed in the attached referenced draft agreement and as described in the attached referenced deeds.

2. The city of Federal Way 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 spaces, 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 of Federal Way.

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 Federal Way 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 of Federal Way to share certain operating and maintenance costs for an interim period of years.

INTRODUCED AND READ for the first time this 3rd day of December, 1990

PASSED this 10th day of December, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Arnold C. Peterson
Clerk of the Council

APPROVED this 21st day of December, 1990.

Jim Hill
King County Executive

AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF FEDERAL WAY
FOR TRANSFER OF
THE OWNERSHIP, FUNDING, OPERATION, 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 Federal Way, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS, the City of Federal Way was incorporated on February 28, 1990, by residents of the area in previously unincorporated King County known as Federal Way; and

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

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreation facilities and programs located inside the City boundaries; and

WHEREAS, it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption; NOW, THEREFORE,

The City and the County hereby agree as follows:

- 1. Conveyance of Title/Existing Agreements, Contracts or Permits.
 - A. On or about January 1, 1991, King County shall convey to the City by deeds attached to and incorporated by reference into this Agreement, the park, recreation and open space sites listed on Exhibit A, incorporated herein by this reference.

The deeds shall include all access easements, all reservations of record known to the County, an incorporation by reference of the 1968 Forward Thrust Bond Resolution and its covenants, where applicable, and the following specific covenants pertaining to use and assessment of fees: "The City covenants to operate and maintain the site in perpetuity to the extent allowed by law as 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. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents to facilities existing as of the date of

transfer of title to the City or later built on land transferred pursuant to this section 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 Federal Way residents as for the residents of the City as to facilities and programs existing as of the date of transfer of title or later built or initiated on land transferred pursuant to this section to the City.

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

- B. Unless otherwise specified in this Agreement, title to the property shall be free of all monetary encumbrances. The County agrees to remove at its sole expense any such encumbrance before conveyance of the property.
- C. The County shall provide the City with a list of any and all contracts or other agreements or permits or dedications related to the use, enjoyment or other restrictions on the conveyed properties and a copy of each such contract, agreement, permit or dedication, to the extent known and available to the County.

2. Responsibility for Program, Operation, Maintenance, Repairs and Improvements.

- A. Except as provided otherwise in this section, on the effective date of conveyance of the properties, the City shall have full and complete responsibility for the operation, maintenance, repairs and any improvements to the sites listed in Exhibit A. This shall include the responsibility for the City's personnel, payroll and purchasing.
- B. The County shall, through August 31, 1991: offer recreation programs at the same level offered in Federal Way in 1990; organize, conduct and pay for recreation programs and classes; schedule field use; and collect, process and keep fees related to recreation programs, classes and field use. On September 1, 1991, the City shall assume full and complete responsibility for the aforementioned recreation programs, classes and field scheduling and shall be entitled to keep all related fees.

3. Interim Cost Sharing for Operation and Maintenance.

- A. For an interim period of two (2) years and in the amounts described below, the County will pay the City a share of

the costs of operating and maintaining the sites listed in Exhibit A to be conveyed to the City.

1. By December 31, 1991, the County shall pay to the City \$ 115,000.00.
 2. By December 31, 1992, the County shall pay to the City \$ 62,000.00.
4. Duration. This Agreement shall be effective on January 1, 1991, or that date upon which it has been signed by both parties, if such date is later, and shall continue in force unless both parties mutually consent in writing to its termination.
5. Indemnification and Hold Harmless.
- 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 non-existence, existence, validity or effect of City ordinances, rules or regulations. If any such cause, claim, suite, 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 reasonable attorney's fees.
 - B. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the non-existence, existence, validity or effect of County ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding is commenced, the County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
 - C. The County shall indemnify and hold harmless the City and its elected officials, officers, agents or 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 action or omission of the County, its officers, agents and employees in performing services pursuant to this Agreement, or that arose prior to the effective date of transfer of title of this property to the City.

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 elected officials, officers, agents and employees or jointly against the City and the County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

- D. The City shall indemnify and hold harmless the County and its elected officials, 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 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 County or the County and the City, 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.

- E. Each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party during the times that the parties are jointly maintaining and operating facilities as set forth in Paragraph 2 above.

6. Records. The County shall provide the City, by January 1, 1991, with all warranties, maps, titles, "as built", and any and all other records related to all properties, both real and personal, to the extent known and available to the County.

For information purposes, the County shall provide the City with a copy of all claims, actions or lawsuits pending against the County for all properties set forth in Paragraph 1.

7. Equipment. To help ensure the smooth transition in ownership, maintenance, and operation of the conveyed properties, the County agrees to loan the City until January 1, 1994, certain equipment listed and described in an attachment to this Agreement.

8. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections. In addition to the requirements set forth in Section 6 above, 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 until December 31, 1992. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
10. 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.
11. Default.
- A. 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 to the property shall revert to the County.
- B. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- C. 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.
12. 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.
13. Asbestos Removal - Steel Lake House. The County shall, at its sole cost and expense, remove and properly dispose of the asbestos from the house and property at Steel Lake Park in compliance with all applicable State, Federal and local laws or regulations. Such removal shall be completed no later than June 1, 1991. The County shall provide the City with a copy of any and all reports or studies under the control of or in the possession of the County related to this facility.

- 14. Partial Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 15. Administration of Agreement. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the Federal Way City Manager and the King County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF FEDERAL WAY

King County Executive

Federal Way City Manager

Date

Date

Approved as to Form

Approved as to Form

King County Prosecuting Attorney

City Attorney

Acting under authority of
Ordinance No. _____

EXHIBIT A
King County Park and Open Space Property
Transferred to City of Federal Way

Adelaide Park;
Alderbrook Park;
Dumas Bay Park;
Dash Point Highlands Park;
Lake Grove Park;
Lakota Park;
Mirror Lake Park;
Olympic View Park;
Palisades Park;
Panther Lake Park;
Poverty Bay Park;
Sacajewea Park;
Steel Lake Park;
West Campus Trail;
Wildwood Park;
Alderdale Division 1, Tract A (010920-0770);
Brooklake Heights, Tract A (113960-0360);
Brooklake Manor No. 1, Tract A (114000-0310);
Brooklake Manor No. 2, Tract B (114001-0180);
Coronado, Tracts B/C/&J (176110-0560);
Coronado Village, Tract A (176150-0305);
Crown Point, Tract C (186270-0470);
Dumas Bay No. 2, Tract C (211551-0620);
Dumas Bay No. 2, Tract D (211551-0630);
Evergreen Estates South, Tract B (241330-1090);
Evergreen Estates South, Tract C (241330-1100);
Fircrest Park, Tract A (255700-0960);
Heritage West, Tract A (326070-1190);
Highpoint Park No. 1, Tracts A/B/&C (327900-0750)
Humane Woods, Tract B (351800-0250);
Lakota Highlands, Tract A (416730-0360);
Lochaven Division 1, Tract A (438800-0520);
Lorigan Manor No. 2, Tract A (440561-0270);
Madrona Trails No. 11, Tract A (502946-0580);
Madrona Trails No. 11, Tract B (502946-0590);
Marlbrook North, Tract B (516210-0870);
Mirror Glen Division 1, Tracts A&B (555730-0490);
Redondo View, Tract A (720560-0180);
The Ridge Division 3, Tract A (729802-0280);
Campus Landing (Tax Lot 57), Tract X (182104-9057);
Twin Lakes Vista, Tract A (873219-1050);
Wedgewood West Division 1, Tract A (921150-0740);
Wedgewood West Division 1, Tract D (921150-0770);

Wedgewood West Division 2, Tract A (921151-0910);
 Wedgewood West Division 2, Tract C (921151-0930);
 West Campus Division 1, Tracts A/B/&C (926490-2310);
 West Campus Division 2, Tracts A-D (926491-1590);
 West Campus Division 3, Tract A (926492-1150);
 West Campus Division 3, Tract B (926492-1160);
 West Campus Division 5, Tract A (926494-1170);
 West Campus Division 5, Tract B (926494-1180);
 West Campus Division 5, Tract C (926494-1190);
 West Campus Division 6, Tract A (926495-1120);
 West Campus Division 6, Tract B (926495-1130);
 West Campus Division 6, Tract C (926495-1140);
 West Campus Division 7, Tract A (926496-1000);
 West Campus Division 7, Tract B (926496-1010);
 West Marc, Tract B (926975-0930);
 Woodridge Park, Tracts A/B/&C (954280-2020);
 Healy Palisades Community Beach (321020-0530);
 Tax Lot 9 (042104-9009)
 Section 4, Township 21 North, Range 4 East,
 W.M.;
 Dash Point Park, Tract A (189860-0170);
 Village Park Division A (894500-1075)
 Lot A, Less C/M Rights;
 Tax Lot 273 (082104-9273)
 Section 8, Township 21 North, Range 4 East,
 W.M.;
 East Tacoma Addition (218820-2420, 3715, 4005)
 Lot 31 & 32, Block 16, Less C/M Rights
 Lot 17 & 18, Block 25, Less C/M Rights
 Unnumbered Lot West of Lot 8, Block 27, Less
 C/M Rights;
 Buenna Addition (119600-4895, 4890, 4885, 2275,
 0332, 0330, 0309, 0072, 4910, 4905, 4900, 0257,
 0259, 4915)
 All Tidelands fronting Oak Street, Ash Street,
 Walnut Street, Cedar Street, West 1/2 of Fir
 Street, Maple Street, Alder Street; Also
 Tidelands adjacent to All Block 22 & Lot 22,
 Block 23; Tidelands adjacent to Block 7; Block
 8, together with adjacent tidelands; Tidelands
 fronting Block 5, Less West 300 feet; Tidelands
 adjacent to East 100 feet of Block 2; Tidelands
 adjacent to Block 4, Less East 140 feet; West
 75 feet of East 100 feet of portion of
 tidelands fronting Block 4, Less West 25 feet
 of East 50 feet thereof;
 Tax Lot 12 (062104-9012)
 Section 6, Township 21 North, Range 4 East, W.M.;

Tax Lot 19 (012103-9019)
Section 1, Township 21 North, Range 3 East, W.M. ;
Tax Lot 25 (112103-9025)
Section 11, Township 21 North, Range 3 East, W.M. ;
Tax Lot 27 (112103-9027)
Section 11, Township 21 North, Range 3
East, W.M. ;
Tax Lot 39 (012103-9039)
Section 1, Township 21 North, Range 3 East, W.M..

MW:mw 11-20-90

Federal Way Attachment

TRUCK, 3/4 TON PICK-UP
EPPU 60 - 1982 DODGE D200

TRUCK, 3/4 TON PICK-UP
EPPU 73 - 1984 FORD F250

TRUCK, 1 TON W/DUMP BODY
EPOT 42 - 1984 DODGE 1 TON DUMP

TRACTOR, WHEELED, 50 - 59 HP
EPOC 20 - 1979 FORD 1600 TRACTOR LOADER