

April 7, 1994
GL: CG 314T.2

Introduced by: GREG NICKELS

Proposed No.: 94 - 253

ORDINANCE NO. **11353**

AN ORDINANCE authorizing the conveyance of certain park and recreation properties to the city of Burien, and authorizing an amendment to an existing interlocal agreement between the city and King County.

PREAMBLE

1. King County and the city of Burien (the city) have entered into an interlocal agreement relating to the ownership, funding, operation and maintenance of parks, open space, recreation facilities and programs as authorized by Motion 8908.
2. The city desires to amend said interlocal agreement to accelerate the transfer of the parks and recreation properties known as Burien Park and Highline Community Center.
3. The King County executive has determined that, because of the agreement of the city to operate and maintain 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 interlocal agreement authorized under Motion 8908 and the amendment anticipated by this legislation.
4. The conveyance of the Burien Park and Highline Community Center properties is consistent with the desire of the county for conveyance of neighborhood and local facilities to local jurisdictions as outlined in Motion 8056.
5. 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 Burien for the Burien Park and Highline Community Center properties and to execute, substantially in the form attached, an amendment to the interlocal agreement with the city of Burien relating to the ownership, funding, operation and maintenance of parks, open space, recreation facilities and programs.

INTRODUCED AND READ for the first time this 9th day of May 1994.

PASSED this 6th day of June, 1994.

Passed by a vote of 12-0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen

**Amendment to Interlocal Agreement
City of Burien and King County, Washington
Relating to Ownership and Maintenance of Parks, Open Space,
Recreation Facilities and Programs**

WHEREAS, King County (hereafter County) and the City of Burien (hereafter City) have an agreement for the transfer of ownership, management and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

WHEREAS, that document provides, in Section 10, that the agreement may be amended by mutual agreement, and

WHEREAS, the City desires to accelerate the transfer of certain of the facilities and properties listed in the agreement; and

WHEREAS, the County and the City wish to amend the contract to add additional sections;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City that the Interlocal Agreement relating to Parks is amended as follows:

Section 1.1 is amended to read as follows:

I. Conveyance of Title/Existing Agreements, Contracts or Permits.

- 1.1 On or about January 1, 1994, King County shall convey to the City by deeds an undivided equal interest in the following listed park, open space and recreation sites, to be held as joint tenants:

~~Burien Park;~~
Chelsea Park;
Des Moines Memorial Park;
~~Highline Community Center;~~
Lakeview Park;
Moshier Park;
Salmon Creek Ravine
Seahurst Park; and
Shorewood Park.

Section 3.1 is amended to read as follows:

- 3.1 For an interim period of three years, the City and County will share in the costs of the operation and maintenance of the sites listed in section 1.1, above. The City hereby agrees to convey to the County the amounts listed below, on or before the dates listed below, to be used as the City's share for the operations and maintenance of the sites listed in section 1.1 above:

By December 31, 1994, the City shall pay the County \$80,843
By December 31, 1995, the City shall pay the County \$156,979
By December 31, 1996, the City shall pay the County \$246,595.

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- 3.2 The parties agree that in the event the City wishes to further accelerate the transition period, the County will make a proportionate adjustment to the amounts due. The City agrees to notify the County of any change in the planned transition period by no later than June 1 for the year following, or no changes to the anticipated transition period will be made by the County.

The following new sections are added to the agreement:

14. Transfer of Highline Community Center and Burien Park

- 14.1 Upon execution of this amendment, the County shall convey to the City by deed the County's interest in the following listed park, open space and recreation sites:

Highline Community Center, (hereafter Center)"; and
Burien Park,
as further described in Attachment A, by this reference made a part hereto.

- 14.2 Deeds shall contain all reservations of record known to the County and shall incorporate all covenants contained in the original interlocal agreement, section 1.2.

15. Transition Responsibilities for Highline Community Center and Burien Park

- 15.1 Both parties recognize and acknowledge the period of from the date of title transfer until March 31, 1994, as the Center transition period.
- 15.2 Upon conveyance of the sites listed in section 14.1, the city shall assume full and complete responsibility for operations, maintenance, repairs and improvements of the sites listed in section 14.1.
- 15.3 Upon conveyance of the sites listed in section 14.1, the city shall be responsible for all recreation program planning and services.
- 15.4 In the interest of maintaining continuity of services to the community during the Center transition period King County will provide, as a contract agent for the City, recreation program planning and services at the existing level, and facility maintenance through March 31, 1994. King County shall continue to be solely responsible for the content and management of the recreation programs during said transition period, which includes but is not limited to all hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. During the transition period, King County will continue to be solely responsible for the management of personnel and recreation programs in the City.
- 15.5 In exchange for such services provided, the City agrees to provide sufficient space in the facilities listed in section 14 for all previously announced (defined as having been published in the King County Parks Division program bulletin) recreation programs and services. It is the intent of the City to utilize only Rooms 6,8 & 9 to the extent such rooms are not prescheduled and such use does not disrupt the delivery of recreation

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programs already scheduled in rooms and spaces of the Center through March 31, 1994. City and County staff will determine dates when exclusive City use of Rooms 8 or 9 may take place prior to March 31, 1994.

15.6 Operations and transition relationships and responsibilities are further outlined in the attached letter of understanding dated December 30, 1993, addressed to Mr. John Webley from Ms. Dee Ingram, by this reference made a part hereof.

15.7 It is the intent of both parties to minimize disruption of services to the public, and to arrange an equitable agreement between the parties as to cost arrangements. Therefore, all revenues from recreation programs and services provided by the County on behalf of the City shall accrue to the County. The County will provide, from the date of title transfer until March 31, 1994, payment for all utilities, supplies and maintenance services.

All other terms and conditions of the Interlocal Agreement regarding parks operations and maintenance remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to the Agreement to be executed.

King County

City of Burien

King County Executive

Manager

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

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OFM April 7, 1994