

January 12, 1996  
420Z2 CVG

Introduced By: CHRISTOPHER VANCE

Proposed No.:

96 - 121

ORDINANCE NO. **12156**

AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space property to the City of Normandy Park and authorizing the Executive to enter into an agreement with the City of Normandy Park relating to the conveyance.

PREAMBLE

1. The City of Normandy Park (the City) desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and properties inside its boundaries.
2. King County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries as directed by Motion 8056.
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 park, recreation facility and open space, the properties and property improvements are 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 herein.
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 real property and property improvements 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 a deed of conveyance in favor of the City of Normandy Park for the real property listed on the attached agreement and to execute, substantially in the form attached, an interlocal agreement with the City of Normandy

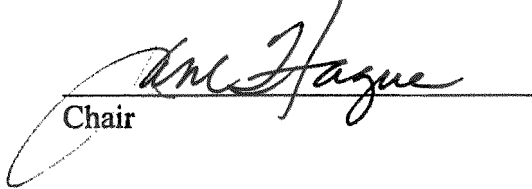
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Park relating to the ownership, funding, operation and maintenance of parks, open space, recreation facilities and programs.


INTRODUCED AND READ for the first time this 5<sup>th</sup> day of February, 1996

PASSED by a vote of 12 to 0 this 20<sup>th</sup> day of February, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Deputy Clerk of the Council

APPROVED this 29<sup>th</sup> day of February, 1996.

  
King County Executive

Attachment: Interlocal Agreement

**Interlocal Agreement Between  
King County and the City of Normandy Park**  
Relating to 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 Normandy Park, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

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, recreational facilities and programs 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.

1.1 Within sixty days after the execution of this agreement, King County shall convey to the City all of its ownership interest in the following listed park, open space and recreation property:

A portion of Normandy Beach Park, located at 20951 Marine View Drive SW and S. 208th Street, in the city of Normandy Park, consisting of less than 1/2 acre, more or less, as more fully described in Attachment A to this document, by this reference made a part hereof.

1.2 The deed to said property shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants, 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 parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and 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 residents as for the residents of the City, unless the city has imposed specifically

dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by city and non-city residents.

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

2 Responsibility for Operations, Maintenance, Repairs and Improvements. Effective upon conveyance as detailed in Section 1.1, the City agrees to accept the facility listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of said facility. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment

3 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.

4 Indemnification and Hold Harmless.

4.1 King 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 act or omission of King County, its officers, agents and employees that occurred prior to the effective date of the transfer of title of this property to the City.

4.2 The City shall indemnify and hold harmless King County 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 act or omission of the City, its officers, agents and employees that occur after the effective date of the transfer of title of this property to the City.

4.3 The City's and the County's indemnification in this section shall survive this Agreement.

5 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.

6 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.

- 7 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.
- 8 Default.
- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.



9 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Normandy Park

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

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OB&SP:January  
\\regional\contract\parks\norman

