

2/15/96
CT

Introduced by: ROB MCKENNA
BRIAN DERDOWSKI
Proposed No.: 96-343

ORDINANCE NO. **12265**

1 AN ORDINANCE authorizing the conveyance of
2 certain drainage-related properties and
3 facilities to the city of Newcastle, and
4 authorizing an interlocal agreement between
5 the city and King County, located in council
6 district 6.

7 STATEMENT OF FACTS:

8 King County owns certain drainage-related properties and
9 facilities within the incorporated area of Newcastle, all
10 located in council district 6.

11 The county desires to divest itself of ownership,
12 management and financial responsibility for drainage-
13 related properties and facilities now within city
14 boundaries.

15 The city has agreed to own, operate and maintain the
16 drainage-related properties and facilities within its
17 boundaries.

18 The conveyance of the drainage-related properties and
19 facilities is consistent with the desire of the county
20 for conveyance of neighborhood and local facilities to
21 local jurisdictions.

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

26 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

27 SECTION 1. The King County executive is hereby authorized to
28 execute a deed of conveyance in favor of the city of Newcastle, for
29 drainage-related properties and facilities and to execute,
30 substantially in the form attached, an interlocal agreement with
31 the city of Newcastle relating to the ownership, management and
32 financial responsibility for the drainage-related properties and
33 facilities, described as follows:

34 Tract B, Lake Washington Crest Division No. 2, as per plat
35 recorded in Volume 164, pages 67 through 70, records of
36 King County, Washington. SUBJECT TO an easement with
37 Puget Sound Power & Light Co. as recorded under Recording
38 No. 9112091425.

39 Tracts A, C, E & I, Lake Washington Ridge, as per plat
40 recorded in Volume 141, pages 77 through 85, records of
41 King County, Washington.

42 Tracts B & C, Lake Washington Ridge Division No. 2, as per
43 plat recorded in Volume 152, pages 42 through 45, records
44 of King County, Washington.

1 Tract A, Meadow View Park, as per plat recorded in Volume
2 150, pages 27 through 36, records of King County,
3 Washington.

4 Tracts A, C & E, Milepost at Lake Boren, as per plat
5 recorded in Volume 141, pages 48 through 55, records of
6 King County, Washington.

7 Portion of North 1/2 of North 1/2 of SW 1/4 of Section 27,
8 Township 24 North, Range 5 East, W.M. - Beginning at N.W.
9 corner; thence S.00-11-02 W. 660.27 ft. to S.W. corner of
10 North 1/4 of SW 1/4; thence along South line of said
11 subdivision; thence S.88-22-20 E. 594.74 feet to a point
12 on Easterly margin of Newcastle-Coal Creek Road; thence
13 S.88-30-01 E. 210.16 ft.; thence N.06-01-22 E. 200.03 ft.;
14 thence N.88-30-01 W. 200 feet to Easterly margin of
15 Newcastle-Coal Creek Road and point of beginning; thence
16 S.88-30-01 E. 132.03 ft.; thence N.06-01-22 E. 150.85 ft.
17 to Southwesterly margin of 134th Ave. S.E.; thence
18 Westerly along said margin to Easterly margin of
19 Newcastle-Coal Creek Road; thence Southerly along said
20 Easterly margin to point of beginning. Also known as
21 Tract A, Olympic Ridge, a planned unit development.

22 Tract B, Olympic Ridge Division No. 2, as per plat
23 recorded in Volume 165, pages 75 through 77, records of
24 King County, Washington.

25 Tracts B & O, Olympus, as per plat recorded in Volume 135,
26 pages 77 through 91, records of King County, Washington.
27 SUBJECT TO Easement for Water Mains with Water District
28 No. 107, as recorded under Recording No. 8704081453.

29 Tracts A, B & C, Olympus Division No. 2, as per plat
30 recorded in Volume 143, pages 45 through 52, records of
31 King County, Washington.

32 Tract D, Olympus Division No. 4, as per plat recorded in
33 Volume 157, pages 43 through 52, records of King County,
Washington.

Tract B, Rainier Crest Division No. 1, as per plat
recorded in Volume 125, pages 68 through 71, records of
King County, Washington. SUBJECT TO a public trail
corridor, not less than 100 ft. in width, along China
Creek.

Tract C, Rainier Crest Division No. 2, as per plat
recorded in Volume 128, pages 6 & 7, records of King
County, Washington. SUBJECT TO a public trail corridor,
not wider than 100 ft. in width, along China Creek.

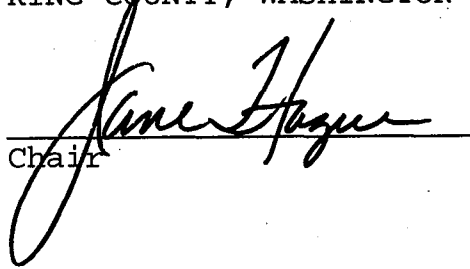
Tract I, Rainier Crest Division No. 3, as per plat
recorded in Volume 128, pages 8 through 12, records of
King County, Washington. SUBJECT TO Utility Easement with
Water District No. 107, as recorded under Recording No.
8803180268. ALSO SUBJECT TO a public trail corridor, not
wider than 100 ft. in width, along China Creek.

1 Tract A, Windtree Division No. 5, as per plat recorded in
2 Volume 129, pages 41 through 43, records of King County,
Washington.

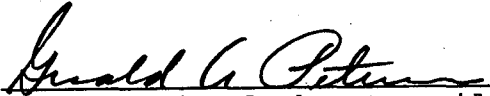
3 INTRODUCED AND READ for the first time this 15th day of
April, 1996

4 PASSED by a vote of 11 to 0 this 13th day of May, 1996

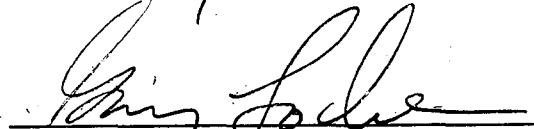
5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 
8 Chair

9 ATTEST:

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11 
12 Clerk of the Council

13 APPROVED this 24th day of May, 1996.

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15 
16 King County Executive

17 Attachments:

18 A. Interlocal Agreement
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**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF
NEWCASTLE FOR THE TRANSFER OF KING COUNTY-OWNED DRAINAGE FACILITIES
AND PROPERTIES**

1 This agreement is entered into between King County, a municipal corporation of
2 the State of Washington, hereinafter known as "King County," and the City of
3 Newcastle, a municipal corporation of the State of Washington, hereinafter known as "the
4 City", to provide for the transfer from King County to the City, in perpetuity, ownership
5 and all operation and maintenance responsibilities for specified drainage-related properties
6 and facilities owned by King County but within City boundaries.

7 WHEREAS, King County previously acquired and has maintained specific
8 drainage-related properties and facilities now within the corporate boundaries of the City,
9 and

10 WHEREAS, King County anticipates that due to annexations additional drainage-
11 related properties and facilities which it owns and maintains may in the future be
12 encompassed within City boundaries, and

13 WHEREAS, King County wishes to divest itself of the ownership, management,
14 and financial responsibility for drainage properties and facilities located inside City
15 boundaries, and

16 WHEREAS, the City desires to own, operate and maintain drainage facilities and
17 properties inside its boundaries, and

18 WHEREAS, it is in the best interest of the public that King County transfer
19 ownership of drainage-related properties to the City within its city limits and that the two
20 jurisdictions cooperate in any transition that may occur to ensure continuity of service,
21 and

22 WHEREAS, pursuant to RCW 36.89.050, the County and the City acknowledge
23 that the transfer of drainage-related properties is subject to the condition that the
24 properties will continue to be used for drainage control purposes, and

25 WHEREAS, the King County Executive is authorized to enter into agreements with
26 King County cities for this purpose, and

27 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties
28 are authorized to enter into an agreement for cooperative action;

29 NOW THEREFORE, in consideration of the mutual promises and covenants
30 contained herein, and the benefits and responsibilities to be realized and assumed by the
31 parties, the parties hereto do mutually agree as follows:
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I. Purpose of the Agreement

- A. This agreement sets forth the process by which King County will transfer to the City ownership of and responsibility for King County-owned properties listed in Attachment A, attached to this agreement and incorporated herein, currently located within the boundaries of the City.
- B. This agreement provides a mechanism for the County to transfer to the City drainage properties and facilities located in areas of unincorporated County which may be annexed to the City in the future.

II. Agreement Administration

- A. The City and King County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and King 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.
- B. Any conflict that is not resolved by the Agreement administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Manager and the King County Director of Public Works, who shall resolve the conflict.

III. Responsibilities of the Parties

A. King County

- 1. King County will convey to the City by deeds the drainage properties and facilities listed in the Agreement Attachment(s). The deeds include all access easements, all reservations of record known to King County, and any specific covenants pertaining to use and maintenance of the sites. Copies of all deeds will be attached to and incorporated by reference into this Agreement.
- 2. King County will furnish the City with a list of any and all contracts or other agreements, conditions or maintenance obligations, or dedications related to the use or other restrictions on the conveyed properties. King County will provide the City a copy of each such contract, agreement, permit or dedication to the extent known and available to King County.

1 3. King County will provide the City, at the earliest opportunity, copies of
2 all warranties, maps, titles, "as built," and any and all other records
3 related to all properties and facilities to the extent known and available to
4 King County.

5 B. City

- 6 1. Unless otherwise stated in this agreement, or by separate agreement, on
7 the effective date of the conveyance of the properties the City will
8 assume all liabilities incurred thereafter and full and complete
9 responsibility for the operation, maintenance, repairs, and any
10 improvements to the sites listed on the Agreement Attachment(s).
11 Responsibilities include all financial responsibilities, including but not
12 limited to materials, construction, personnel, payroll, and purchasing
13 costs.
- 14 2. The City agrees to operate and maintain the drainage facilities and
15 properties listed on the Agreement Attachment(s) as designed and to at
16 least the same maintenance standards as those adopted and employed by
17 King County to ensure that the local and watershed-wide effects of said
18 facilities shall not be diminished.
- 19 3. The City will abide by and enforce all the terms, conditions, reservations,
20 restrictions, and covenants to title.
- 21 4. The City will provide King County access to all relevant information
22 maintained by the City in connection with the properties or facilities
23 listed in the Agreement Attachment(s) following transfer if legal action is
24 brought or threatened against King County or King County and the City
25 jointly with regard to the properties or facilities listed in the Agreement
26 Attachment(s).
- 27 5. The City will consult with King County prior to the destruction of any
28 documentation associated with the properties in the Agreement
29 Attachment(s) for a period of seven (7) years.
- 30 6. The City has inspected the properties and facilities listed in the
31 Agreement Attachment(s) and accepts said facilities and properties "as
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1 is." The County makes no warranty concerning such facilities other than
2 as set forth in this agreement.

3 **C. Both Parties**

- 4 1. Both parties will make staff available to identify additional County-owned
5 drainage properties and facilities located in areas annexed to the City in
6 the future, and to discuss transfer to the City of such properties and
7 facilities. Any additional County-owned drainage properties or facilities
8 for which the County and City agree the City shall become responsible
9 shall be transferred to the City pursuant to this provisions of this
10 Agreement. Identification of additional facilities to be transferred shall be
11 attached to this agreement as an amendment, pursuant to Agreement
12 Section V.
- 13 2. "In-process" drainage facilities and properties are defined as those for
14 which the County has not yet completed the process for acceptance of
15 ownership and responsibility. Specific drainage facilities and/or properties
16 may fall within incorporated areas after the County's acceptance process
17 has been completed. Such facilities and/or properties will be identified
18 and transferred to the City subject to the process outlined in the above
19 provision.
- 20 3. In addition to the requirements set forth in section III.A. above, the
21 records related to matters covered by this Agreement are subject to
22 inspection, review or audit by King County or the City at the requesting
23 party's sole expense. Such records shall be made available for inspection
24 during regular business hours within a reasonable time of the request.

25 **IV. Effectiveness and Duration**

- 26 A. This Agreement shall become effective upon signature by both parties.
27 B. This Agreement shall continue in force in perpetuity unless both parties
28 mutually consent in writing to its termination.

29 **V. Amendment**

- 30 A. This Agreement and attachments hereto may be amended, altered, and/or
31 clarified only by written agreement of the parties hereto.
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1 B. This Agreement may be supplemented by addenda or amendments which have
2 been agreed upon by both parties in writing. Copies of such addenda and
3 amendments shall be attached hereto and by this reference made part of this
4 Agreement as though fully set forth herein.

5 **VI. Indemnification and Hold Harmless**

6 A. King County shall indemnify and hold harmless the City and its elected
7 officials, officers, agents or employees, or any of them, from and against any
8 and all claims, actions, suits, liability, loss, costs, expenses and damages of
9 any nature whatsoever, which are caused by or result from a negligent action
10 or omission of King County, its officers, agents, and employees in
11 performing obligations pursuant to this Agreement, and those claims that
12 occurred prior to the effective date of transfer of title of the described
13 properties or facilities to the City.

14 In the event that any suit based upon such a claim, action, loss or damage
15 is brought against the City or the City and King County, King County shall
16 defend the same at its sole cost and expense and, if final judgment be
17 rendered against the City and its elected officials, officers, agents and
18 employees or jointly against the City and King County and their respective
19 elected officials, officers, agents, and employees, King County shall satisfy
20 the same.

21 B. The City shall indemnify and hold harmless King County and its elected
22 officials, officers, agents and employees, or any of them, from and against
23 any and all claims, actions, suits, liability, loss, costs, expenses and damages
24 of any nature whatsoever, which are caused by or result from a negligent act
25 or omission of the City, its officers, agents and employees in performing
26 obligations pursuant to this Agreement, and from claims that occurred after
27 the effective date of transfer of title of properties to the City.

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

- C. 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 relating to or pertaining to the sites identified in the Agreement Attachment(s).
- D. Each party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. The City's and King County's indemnification established in this section shall survive the transfer of properties and facilities pursuant to this Agreement.

VII. Default

- A. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, King County shall be entitled to specific performance of the Agreement.
- B. Unless otherwise provided for herein, in the event either party to this Agreement 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.
- C. 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 obligation, terms and conditions set forth in this Agreement are breached by the other party.

VIII. Entire Agreement/Waiver of Default

This agreement is the complete expression of the terms hereto and any oral or written interpretations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be

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waiver of any subsequent default. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the parties which shall be attached to the original agreement.

IX. Severability

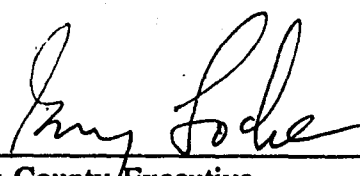
Any provision of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the _____ day of _____, 19_____.

Approved as to Form:

King County:

By: _____
Title: Deputy Prosecuting Attorney

By: 
Title: King County Executive
5-24-96

Approved as to Form:

City of Newcastle:

By: _____
Title: Legal Counsel

By: _____
Title: City Manager