

3/11/96  
CT

GREG NICKELS  
BRIAN DERDOWSKI

Introduced by:

Proposed No.:

96-354

ORDINANCE NO. **12266**

AN ORDINANCE authorizing the conveyance of certain drainage-related properties and facilities to the city of Burien, and authorizing an interlocal agreement between the city and King County, located in council district 8.

STATEMENT OF FACTS:

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

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

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

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

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 is hereby authorized to execute a deed of conveyance in favor of the city of Burien, for drainage-related properties and facilities and to execute, substantially in the form attached, an interlocal agreement with the city of Burien relating to the ownership, management and financial responsibility for the drainage-related properties and facilities, described as follows:

PARCEL A

Tract A of King County Short Plat No. S89S0441, as recorded under Auditor's File No. 9204299002, said short plat described as follows: Lots 11 and 12, Block 3, Cascade Villa, according to the plat recorded in Volume 34 of Plats, page 32, records of King County, Washington; EXCEPT the West 95 feet of said Lot 11, LESS County Road.

1 PARCEL B

2 Tract A of King County Short Plat No. S89S0214, as  
3 recorded under Auditor's File No. 9210121744, said short  
4 plat described as follows: Lot 5, Krohn Estates,  
5 according to the plat recorded in Volume 111 of Plats,  
6 page 101, records of King County, Washington.

7  
8 SUBJECT TO: 10 foot easement for Puget Power and Light  
9 Co. as recorded under Recording No. 9207140503.

10 PARCEL C

11 The South 1/2 of the North 1/2 of the NW 1/4 of the NE  
12 1/4 of Section 18, Township 23 North, Range 4 East, W.M.,  
13 EXCEPT the East 396 feet, AND EXCEPT the West 290 feet,  
14 AND ALSO EXCEPT the South 30 feet thereof deeded to King  
15 County for S.W. 130th Street.

16 PARCEL D

17 The East 88 feet of the following: The North 90 feet of  
18 the West 290 feet of the South 1/2 of the North 1/2 of  
19 the NW 1/4 of the NE 1/4 of Section 18, Township 23  
20 North, Range 4 East, W.M.

21 PARCEL E

22 The East 100 feet of the West 290 feet of the South 1/2  
23 of the North 1/2 of the NW 1/4 of the NE 1/4 of Section  
24 18, Township 23 North, Range 4 East, W.M., King County,  
25 Washington, EXCEPT the North 90 feet and the South 130  
26 feet thereof.

27 SUBJECT TO: Easement as recorded under Auditor's File No.  
28 4874712; Side Sewer Easement as recorded under Auditor's  
29 File No. 6165864.

30 PARCEL F

31 The West 200 feet of the following described: The North  
32 100 feet of the South 190 feet of the East 1/2 of the  
33 North 1/2 of the North 1/2 of the NE 1/4 of the NW 1/4 of  
Section 18, Township 23 North, Range 4 East, W.M., EXCEPT  
the East 189 feet thereof; TOGETHER WITH the West 200  
feet of the following described: The North 1/2 of the NE  
1/4 of the NE 1/4 of the NW 1/4 of Section 18, Township  
23 North, Range 4 East, W.M., EXCEPT the East 189 feet  
and EXCEPT the South 190 feet thereof; and EXCEPT County  
Road.

34 PARCEL G

35 The South 90 feet of the East 1/2 of the North 1/2 of the  
36 North 1/2 of the NE 1/4 of the NW 1/4 of Section 18,  
37 Township 23 North, Range 4 East, W.M., in King County,  
38 Washington, EXCEPT the East 427 feet; TOGETHER WITH the  
39 West 30 feet of the East 219 feet of the South 90 feet of  
40 the East 1/2 of the North 1/2 of the North 1/2 of the NE  
41 1/4 of the NW 1/4 of Section 18, Township 23 North, Range  
42 4 East, W.M.

43 PARCEL H

Lot 16, Block 8, Linde and Hill Park No. 2, according to  
the plat recorded in Volume 42 of Plats, page 4, records  
of King County, Washington.

1 PARCEL I

2 The West 70 feet of Lot 12, Block 8, Linde and Hill Park  
3 No. 2, according to the plat recorded in Volume 42 of  
4 Plats, page 4, records of King County, Washington.

5 PARCEL J

6 Lots 17 through 23, Block 9, Cedarhurst Division No. 1,  
7 as recorded in Volume 31 of Plats, page 40, records of  
8 King County, Washington.

9 INTRODUCED AND READ for the first time this 15<sup>th</sup> day of  
10 April, 1996

11 PASSED by a vote of 11 to 0 this 13<sup>th</sup> day of May, 1996

12 KING COUNTY COUNCIL  
13 KING COUNTY, WASHINGTON

14 Jane Hague  
15 Chair

16 ATTEST:

17 Gerald A. Peterson  
18 Clerk of the Council

19 APPROVED this 24<sup>th</sup> day of May, 1996

20 Ray Locke  
21 King County Executive

22 Attachments:

23 Interlocal Agreement

**AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF BURIEN  
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 Burien, a  
3 municipal corporation of the State of Washington, hereinafter known as "the City", to  
4 provide for the transfer from King County to the City, in perpetuity, ownership and all  
5 operation and maintenance responsibilities for specified drainage-related properties and  
6 facilities owned by King County but within the 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 the 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 the 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:  
32

1     **I. Purpose of the Agreement**

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

9     **II. Agreement Administration**

- 10          A. The City and King County shall each appoint a representative to review  
11          compliance with this Agreement and to resolve any conflicts. The City and  
12          King County shall notify the other in writing of its designated representative.  
13          The administrators of the Agreement shall meet as needed. Either party is  
14          authorized to convene a meeting with a minimum of ten (10) calendar days  
15          written notice to the other.
- 16          B. Any conflict that is not resolved by the Agreement administrators within  
17          ten (10) working days of the meeting held to discuss the conflict shall be  
18          referred to the City Manager and the King County Director of Public Works,  
19          who shall resolve the conflict.

20    **III. Responsibilities of the Parties**

21          **A. King County**

- 22            1. King County will convey to the City by deeds the drainage properties and  
23            facilities listed in the Agreement Attachment(s). The deeds include all  
24            access easements, all reservations of record known to King County, and  
25            any specific covenants pertaining to use and maintenance of the sites.  
26            Copies of all deeds will be attached to and incorporated by reference into  
27            this Agreement.
- 28            2. King County will furnish the City with a list of any and all contracts or  
29            other agreements, conditions or maintenance obligations, or dedications  
30            related to the use or other restrictions on the conveyed properties. King  
31

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1 County will provide the City a copy of each such contract, agreement,  
2 permit or dedication to the extent known and available to King County.

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

7 B. City

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

5           C. Both Parties

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

27          IV. Effectiveness and Duration

- 28          A. This Agreement shall become effective upon signature by both parties.  
29          B. This Agreement shall continue in force in perpetuity unless both parties  
30          mutually consent in writing to its termination.  
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1 V. Amendment

2 A. This Agreement and attachments hereto may be amended, altered, and/or  
3 clarified only by written agreement of the parties hereto.

4 B. This Agreement may be supplemented by addenda or amendments which have  
5 been agreed upon by both parties in writing. Copies of such addenda and  
6 amendments shall be attached hereto and by this reference made part of this  
7 Agreement as though fully set forth herein.

8 VI. Indemnification and Hold Harmless

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

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

24 B. The City shall indemnify and hold harmless King County and its elected  
25 officials, officers, agents and employees, or any of them, from and against  
26 any and all claims, actions, suits, liability, loss, costs, expenses and damages  
27 of any nature whatsoever, which are caused by or result from a negligent act  
28 or omission of the City, its officers, agents and employees in performing  
29 obligations pursuant to this Agreement, and from claims that occurred after  
30 the effective date of transfer of title of properties to the City.  
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1 In the event that any suit based upon such a claim, action, loss or damage is  
2 brought against King County or King County and the City, the City shall  
3 defend the same at its sole cost and expense and, if final judgment be  
4 rendered against King County and its officers, agents and employees or  
5 jointly against King County and the City and their respective officers, agents  
6 and employees, the City shall satisfy the same.

7 C. Each party to this Agreement shall immediately notify the other of any and all  
8 claims, actions, losses or damages that arise or are brought against that party  
9 relating to or pertaining to the sites identified in the Agreement  
10 Attachment(s).

11 D. Each party agrees that its obligations under this subparagraph extend to any  
12 claim, demand, and/or cause of action brought by or on behalf of any  
13 employees, or agents. For this purpose, each party, by mutual negotiation,  
14 hereby waives, with respect to the other party only, any immunity that would  
15 otherwise be available against such claims under the Industrial Insurance  
16 provisions of Title 51 RCW.

17 E. The City's and King County's indemnification established in this section shall  
18 survive the transfer of properties and facilities pursuant to this Agreement.

19 **II. Default**

20 A. In the event the City violates any of the conditions of this Agreement,  
21 including any of the covenants to title required herein, King County shall be  
22 entitled to specific performance of the Agreement.

23 B. Unless otherwise provided for herein, in the event either party to this  
24 Agreement should commence legal proceedings to enforce any provisions of  
25 this Agreement, each party shall be responsible for all of its costs and  
26 expenses incurred in connection with such proceedings, including attorney's  
27 fees.

28 C. Nothing herein shall limit, waive or extinguish any right or remedy provided  
29 by this agreement or law that either party may have in the event that the  
30 obligation, terms and conditions set forth in this Agreement are breached by  
31 the other party.  
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1 VIII. Entire Agreement/Waiver of Default

2 The parties agree that this contract is the complete expression of the terms  
3 hereto and any oral representations or understandings not incorporated herein are  
4 excluded. Waiver of any default shall not be deemed to be a waiver of any  
5 subsequent default. Waiver or breach of any provision of the agreement shall not  
6 be deemed to be a waiver of any other or subsequent breach and shall not be  
7 construed to be a modification of the terms of the agreement unless stated to be  
8 such through written approval by the County, which shall be attached to the  
9 original agreement.

10 IX. Severability

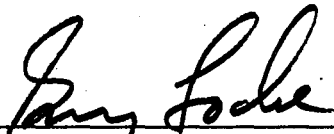
11 Any provision of this agreement which shall prove to be invalid, void or  
12 illegal shall in no way affect, impair or invalidate any other provision hereof and  
13 such other provisions shall remain in full force and effect.

14 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
15 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

17 Approved as to Form

King County:

19 By: \_\_\_\_\_  
20 Title: Deputy Prosecuting Attorney

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

22 Approved as to Form

City of Burien:

24 By: \_\_\_\_\_  
25 Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_