

April 13, 1998

Introduced By:

KENT PULLEN

CVG 98426J2

Proposed No.:

98 - 393

ORDINANCE NO. **13281**

AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space properties to the city of Black Diamond, and authorizing the executive to enter into an interlocal agreement relating to Lake Sawyer Boat Launch Park.

PREAMBLE

1. The City of Black Diamond (hereafter the City) desires to own, operate and maintain parks, open space, recreation facilities and programs located within Black Diamond.
2. King County desires to divest itself of the ownership, management and financial responsibility for local parks, open space, recreation facilities and programs as directed by Motion 8056 and the King County Parks, Recreation and Open Space Plan, adopted by Ordinance 12349.
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 real 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 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 lands described herein to the City.
5. The City recently annexed an area of formerly unincorporated King County near and around Lake Sawyer.

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 Black Diamond for those properties listed in the attached agreement.

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SECTION 2. The King County executive is hereby authorized to execute,
substantially in the form attached, an interlocal agreement with the city of Black Diamond
relating to the ownership, funding, operation and maintenance of Lake Sawyer Boat Launch
Park.

INTRODUCED AND READ for the first time this 6th day of
July, 1998.

PASSED by a vote of 11 to 0 on this 28th day of September,
1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois Miller
Chair

ATTEST:

Annas
Clerk of the Council

APPROVED this 2 day of October, 1998.

Donald Davis
King County Executive

Attachment: Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY
AND THE CITY OF BLACK DIAMOND**

Relating to the Ownership, Funding, Operation
and Maintenance of Lake Sawyer Boat Launch Park

THIS INTERLOCAL AGREEMENT is made and entered into this day by and between the CITY OF BLACK DIAMOND [hereinafter called "City"] and KING COUNTY [hereinafter called "County"] collectively referred to as the "parties", 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, recreation facilities and programs inside the City boundaries, and

WHEREAS, it is in the best interests 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 On or about **July 1, 1998**, the County shall convey to the City by Quit Claim deed all of its ownership interest in Lake Sawyer Boat Launch Park, more fully described as:

Lot 92, North Shore of Lake Sawyer, as recorded in Volume 35 of Plats, page 39, records of King County, Washington.

1.2 The deeds to said property and property improvements (the "facilities") shall contain all reservations of record known to the County, shall incorporate all covenants, and the following specific covenants pertaining to use:

"The City covenants to operate and maintain the site in perpetuity as a public boat launch facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational 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

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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.
 - 2.1 On **July 1, 1998**, the City agrees to accept the facilities listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of the facilities listed in section 1.1, above. 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. **Until June 30, 1998** the County agrees to continue to operate, maintain and repair the facilities listed in section 1. 1 above and to operate recreation programs in said facilities.
 - 2.2 The County agrees to provide copies of any agreements and/or contracts regarding facility use and scheduling, lists of organizations that use the facility, and any data bases on facility users.
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 action or omission of King County, its officers, agents and employees in performing obligations pursuant to this Agreement, and for those claims that occurred prior to the effective date of transfer of the identified property and improvements 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 King County, King 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 King County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

- 4.2 The City shall indemnify and hold harmless King 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 obligations pursuant to this Agreement and for those claims that occurred beginning on the effective date of transfer of the identified property and improvements to the City.

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

- 4.3 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 Lake Sawyer boat launch site.
- 4.4 The City's and County's indemnification set forth in this section shall survive termination of 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, term or condition. 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.

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8.3 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. Any oral or written representations or understandings not incorporated herein are excluded. This Agreement 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 Agreement as though fully set forth herein.

10. Administration of Agreement

10.1 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.

10.2 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 City Administrator and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF BLACK DIAMOND

King County Executive

Mayor

Date

Date

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney

City Attorney

Date

Date