

September 17, 1998
clerk 9/24/98

Introduced By:

Brian Derdowski

Proposed No.:

98-603

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ORDINANCE NO. **13381**

AN ORDINANCE authorizing the conveyance of certain park property known as Fernwood Park to the City of Maple Valley, and authorizing the executive to execute an interlocal agreement relating to ownership, operation and maintenance with the city.

PREAMBLE

1. King County owns Fernwood Park, a local park located within the incorporated area of Maple Valley (hereinafter "the city").
2. The County desires to divest itself of ownership, management and financial responsibility for local park properties within city boundaries.
3. The city desires to own, operate, and maintain parks, open space, recreation facilities and programs inside its boundaries.
4. In consideration of the mutual benefits to be derived, it would be in the best interest of the citizens of King County to convey the park property 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 Maple Valley, for certain park property commonly referred

1 to as Fernwood Park and to execute, substantially in the form attached, an interlocal agreement
2 with the city of Maple Valley relating to ownership, operation and maintenance of this park.

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4 INTRODUCED AND READ for the first time this 5th day of October, 1998.

5 PASSED by a vote of 12 to 0 on this 18th day of December, 1998.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Louise Miller
Chair

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10 ATTEST:

[Signature]
Clerk of the Council

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APPROVED this 21 day of December, 1998

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[Signature]
King County Executive

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Attachment: Interlocal Agreement for Fernwood Park

**Interlocal Agreement Between
King County and the City of Maple Valley**
Relating to the Ownership, Funding, Operation and Maintenance
of Fernwood Park

13381

This Agreement is made and entered into this day by and between the City of Maple Valley, 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; and

WHEREAS, the King County Parks, Recreation and Open Space Plan policy C-107 supports the transfer of local parks to cities.

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title

- a) By January 1, 1999, King County shall convey to the City by deed full interest in Fernwood Park, a local park consisting of approximately 6 acres as described in Attachment A to this document, by this reference made a part thereof.
- b) The deed to said properties and improvements (the "facility") 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:

"As consideration for the conveyance of Fernwood Park, the City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility for use by all County residents. The City may trade the facility for property of equal or greater parks and recreational value or open space value. If the City elects to trade the facility, it also covenants to operate and maintain any such acquired property in perpetuity as a public open space or as a public parks recreational facility for use by all County residents. The City further covenants that it will not limit access to the facility so as to

restrict usage by non-City residents and that any and all user fees, including charges made by any lessors, concessionaires, or other assignees shall be at the same rate for non-City as for residents of the City, unless the City has imposed a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents."

- c) 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.

- a) Effective upon date of transfer the City agrees to accept the facility listed in section 1.a. 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.
- b) Until the date of execution of this agreement, the County agrees to continue to operate, maintain and repair the facility listed in section 1.a. above and to operate any previously scheduled recreation programs in said facility.

3. Effectiveness and Duration. This Agreement shall be effective upon signature and authorization by both parties. The deed covenants described in section 1.b. above are set forth in perpetuity.

4. Indemnification and Hold Harmless.

- a) 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 its obligations pursuant to this Agreement, including all claims arising prior to the effective date of incorporation. 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, King County shall satisfy the same.
- b) In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or

responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- c) 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 from claims that arose after the effective date of incorporation. 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 officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- d) 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).
- e) 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.

- 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.

- a) 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.
- b) 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.
- c) 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.
- d) 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.

10. Administration of Agreement.

This Agreement shall be administered by the Director of King County Parks, Recreation and Open Space or his/her designee, and by the City Manager of the City of Maple Valley, or his/her designee.

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11. Amendments.

This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Maple Valley

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date