

November 18, 1998
bellord
Clerk 11/18/98

Introduced By:

ROB MCKENNA
BRIAN DERDOWSKI

Proposed No.:

98-705

ORDINANCE NO.

13424

AN ORDINANCE authorizing the conveyance of certain open space properties to the city of Bellevue, located in Council District 12.

STATEMENT OF FACTS

1. King County owns certain open space properties within the incorporated area of Bellevue, all located in Council District 12.
2. The county desires to divest itself of ownership, management and financial responsibility for open space properties now within city boundaries.
3. The city has agreed to own, operate and maintain the open space properties within its boundaries.
4. The conveyance of the open space properties is consistent with the desire of the county for conveyance of neighborhood and local facilities to local jurisdictions.
5. 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 Bellevue, for open space properties, and to execute, substantially in the form attached, an interlocal agreement with the city of Bellevue

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1 relating to the ownership, management and financial responsibility for the open space
2 properties described as follows:

3 Tract B, Sky Mountain, as recorded in Volume 122 of Plats,
4 pages 72 to 75, records of King County, Washington.

5 Tract A, Sky Mountain Division No. 2, as recorded in Volume
6 124 of Plats, pages 97 and 98, records of King County, Washington.

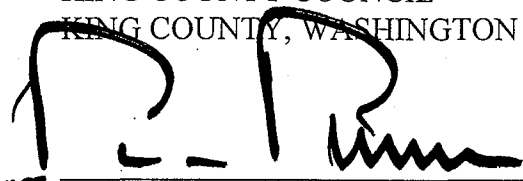
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The city of Bellevue shall have full and complete responsibility for the operation, maintenance, and any improvements to the properties listed above for open space purposes in perpetuity.


INTRODUCED AND READ for the first time this 7th day of December, 1998.

PASSED by a vote of 11 to 0 this 8th day of March, 1999.

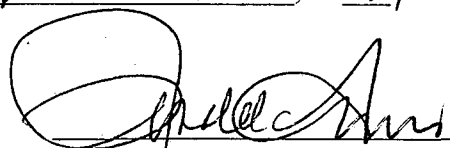
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


via Chair

ATTEST:


Clerk of the Council

APPROVED this 12 day of MARCH, 1999


King County Executive

Attachments: Interlocal Agreement

**Interlocal Agreement Between
King County and the City of Bellevue**
Relating to the Ownership, Funding, Operation and Maintenance
of Open Space Properties

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

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

1. Conveyance of Title/Existing Agreements, Contracts or Permits.

1.1. Within thirty (30) days of the execution of this agreement, King County shall convey to the City by deeds all of its ownership interest in the following listed open space properties:

Tract B, Sky Mountain
Tract A, Sky Mountain Division No. 2

Both as more fully described in Attachment A to this document, by this reference made a part hereof.

1.2 The deeds to said properties shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and the following specific covenants pertaining to use:

"The City of Bellevue shall have full and complete responsibility for the operation, maintenance, and improvements to the properties listed above and shall retain these properties for open space purposes in perpetuity."

1.3 The deeds shall include all easements, all reservations of record known to King County, and any specific covenants pertaining to use and maintenance of the properties.

- 1.4 King County will provide the City a copy of any and all agreements or permits related to the use of the subject properties.
- 1.5 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. The City agrees to accept the properties listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements to said properties. 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.

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5. 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 Bellevue

King County Executive

City Manager

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

Attachments: Legal Descriptions

13424 #

Open Space Interlocal Agreement: Bellevue

LEGAL DESCRIPTION
ATTACHMENT A

Tract B, Sky Mountain, as recorded in Volume 122 of Plats, pages 72 - 75, records of King County, Washington.

Tract A, Sky Mountain Division No. 2, as recorded in Volume 124 of Plats, pages 97 & 98, records of King County, Washington.