



Signature Report

February 15, 2000

Ordinance 13718

Proposed No. 2000-0031.1

Sponsors Phillips, Pullen, Miller and Irons

1 AN ORDINANCE authorizing the conveyance of
2 certain open space properties to the city of Sammamish,
3 located in council districts 3 and 12, and authorizing the
4 executive to enter into an interlocal agreement with the
5 city of Sammamish relating to the ownership,
6 management and financial responsibility for the
7 properties.

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10 **STATEMENT OF FACTS:**

- 11 1. King County owns certain open space properties within the
12 incorporated area of Sammamish, located in council districts 3 and 12.
- 13 2. The county desires to divest itself of ownership, management and
14 financial responsibility for open space properties now within city
15 boundaries.
- 16 3. The city has agreed to own, operate and maintain the open space
17 properties within its boundaries.
- 18 4. The conveyance of the open space properties is consistent with the

19 desire of the county for conveyance of neighborhood and local facilities to
20 local jurisdictions.

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

24 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

25 SECTION 1. The King County executive is hereby authorized to execute a deed
26 of conveyance in favor of the city of Sammamish, for open space properties, and to
27 execute, substantially in the form attached, an interlocal agreement with the city of
28 Sammamish relating to the ownership, management and financial responsibility for the
29 open space properties described as follows:

30 Tract C, Carlton Heights, as recorded in Volume 158 of Plats, pages 33 –
31 39, records of King County, Washington. (Tax Account No. 138510-
32 0400)

33 Tracts C & E, Cimarron Division 1, as recorded in Volume 125 of Plats,
34 pages 66 & 67, records of King County, Washington. (Tax Account No.
35 159200-1080 & 1090)

36 Tract A, New Country Estates, as recorded in Volume 103 of Plats, pages
37 10 - 13, records of King County, Washington. (Tax Account No. 605465-
38 0580)

39 Tract A, Plateau Estates, as recorded in Volume 114 of Plats, pages 60 -
40 63, records of King County, Washington. (Tax Account No. 681780-
41 1450)

42 Tract B, Plateau Estates II, as recorded in Volume 114 of Plats, pages 64 -
43 66, records of King County, Washington. (Tax Account No. 681781-
44 0400)

45 Tract B, Sahalee Woods, as recorded in Volume 104 of Plats, pages 90 &
46 91, records of King County, Washington. (Tax Account No. 750440-
47 0880)

48 Tracts A through D, Shannonwood, as recorded in Volume 113 of Plats,
49 pages 6 - 10, records of King County, Washington. (Tax Account No.
50 771580-1380)

51 Tract B, The Country, as recorded in Volume 117 of Plats, pages 37 & 38,
52 records of King County, Washington. (Tax Account No. 178540-0830)

53 Tract A, Tlingit Addition, as recorded in Volume 128 of Plats, pages 89 -
54 91, records of King County, Washington. (Tax Account No. 865360-
55 0290)

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

59

Ordinance 13718 was introduced on 1/18/00 and passed by the Metropolitan King County Council on 2/14/00, by the following vote:


Yes: 13 – Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna
Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Pete von Reichbauer, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 18 day of February, 2000 
Ron Sims, County Executive

Attachments Interlocal Agreement Between King County and the City of Sammamish Relating to the Ownership, Funding, Operation and Maintenance of Open Space (Greenbelt) Properties

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

This Agreement is made and entered into by the City of Sammamish, 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 (greenbelt) properties:

Tract C, Carlton Heights
Tracts C & E, Cimarron Division 1
Tract A, New Country Estates
Tract A, Plateau Estates
Tract B, Plateau Estates II
Tract B, Sahalee Woods
Tracts A – D, Shannonwood
Tract B, The Country
Tract A, Tlingit Addition

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, and the following specific covenants pertaining to use:

"The City of Sammamish 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 (greenbelt) 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. The County and the City shall indemnify, defend, and hold the other harmless to the extent of the indemnitor's negligence as permitted under Washington law.

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 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 Sammamish

King County Executive

City Manager

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

LEGAL DESCRIPTION
ATTACHMENT A

Tract C, Carlton Heights, as recorded in Volume 158 of Plats, pages 33 – 39, records of King County, Washington. (Tax Account No. 138510-0400)

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