

January 27, 1994  
CG/lk 314C.2

Introduced by: BRIAN DERDOWSKI  
LOUISE MILLER

Proposed No.: 94 - 76

ORDINANCE NO. **11238**

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AN ORDINANCE authorizing the conveyance of certain real property improvements to the city of Issaquah and authorizing the executive to enter into an interlocal agreement with the city of Issaquah relating to parks and recreation services.

PREAMBLE

1. The city of Issaquah (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.

2. 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 as directed by Motion 8056.

3. The King County executive has determined that, because of the agreement of the City to operate and maintain the property in perpetuity as public park, recreation facility and open space, the real property improvements are surplus to the foreseeable needs of the county and should be conveyed to the city subject to the terms and conditions of the interlocal 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 real property improvements described herein to the city.

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 Issaquah for the real property improvements listed on the attached agreement and to execute, substantially in the form attached, an interlocal

1 agreement with the city of Issaquah relating to the ownership,  
2 funding, operation and maintenance of parks, open space,  
3 recreation facilities and programs.

4 INTRODUCED AND READ for the first time this 7<sup>th</sup> day  
5 of February, 1994.

6 PASSED this 22<sup>nd</sup> day of February, 1994.

7 KING COUNTY COUNCIL  
8 KING COUNTY, WASHINGTON

9 Kent Pullen  
10 Chair

11 ATTEST:

12 Janet Mason  
13 Deputy Clerk of the Council

14 APPROVED this 2<sup>nd</sup> day of March, 1994.

15 Ray Lohr  
16 King County Executive

17 ATTACHMENTS:

- 18 1. Interlocal Agreement Relating to Ownership

Passed by a vote of 12 to 0.

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF ISSAQUAH**

Relating to the Ownership, Funding,  
Operation and Maintenance of Parks, Open Space,  
Recreation Facilities, and Programs

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

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 September 1, 1994, King County shall convey to the City by deeds full interest in the following listed park, open space and recreation property improvements:

The Julius Boehm Pool, located at 50 Southeast Clark Street in Issaquah, Washington, more fully described in Attachment A to this document.

The deed to said property improvements 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:

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

- 1.2 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
- 1.3 No King County artwork currently located at any park is to be transferred with the land. King county artworks remain the property of King County. The responsibility, management and maintenance of King County artworks, as well as the ownership, remain with the County.

**2. Responsibility for Operations, Maintenance, Repairs and Improvements.**

2.1 On September 1, 1994, the City agrees to accept the property 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 site 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 September 1, 1994, the County agrees to continue to operate, maintain and repair the site listed in section 1.1 above and to operate recreation programs on said site. The County further agrees to perform maintenance of the site during the period of January 1 through August 31, 1994 at about the same level as that performed during 1993.

**3. Interim Cost Sharing for Operation and Maintenance.**

3.1 For an interim period of three years, the City and County will share in the costs of the operation and maintenance of the site listed in section 1.1, above. The County hereby agrees to convey to the City the amounts listed below, on or before the dates listed below, to be used for the operations and maintenance of the site listed in section 1.1 above:

By December 31, 1994, the County shall pay the City \$80,000  
By December 31, 1995, the County shall pay the City \$90,000  
By December 31, 1996, the County shall pay the City \$90,000  
By December 31, 1997, the County shall pay the City \$90,000,

for a total payment for operations and maintenance of \$350,000 over the years 1994 - 1997.

3.2 The County agrees, in addition to the above listed amounts, to provide up to and no greater than \$150,000 for capital facility repairs and replacement on the facility for the period of from September 1, 1994 through December 31, 1997. Such funds will be available only for currently unidentified repairs of major deficiencies in the facility due to normal wear and tear, and will not be available for repairs due to acts of God or negligence on the part of the City or the public.

**4. Uses of Facilities and Fields During Transition Period**

4.1 The parties agree there will be a transition period from January 1, 1994 through August 31, 1993, and during said transition period to avoid disruption of service to the public. The County agrees, during the transition period, to continue to schedule organized athletics and recreational activities at the site listed in section 1.1 above.

4.2 Revenues from facility use and recreational programs during the transition period shall accrue to the County. Revenues from field use and recreational programs after the City assumes full ownership and maintenance responsibility on September 1, 1994, will accrue to the City.

- 4.3 All recreational planning and program development during the transition period will be provided by King County staff. The King County Parks staff will work cooperatively with the City of Issaquah to provide program and service information to the City during the transition period so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on September 1, 1994.
5. Adoption of Park Code. In the interest of maintaining orderly parks use during 1994 and during the transition period, the City hereby agrees to adopt by February 28, 1994, a park use code substantially similar to the County's park use code, or to certify existing city code is substantially similar in intent to the King County park code. The City park use code may be enhanced beyond the County's park use code to satisfy the City's unique requirements.
6. 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.
7. Indemnification and Hold Harmless.
- 7.1 In executing this Agreement, King 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 nonexistence, existence, validity or effect of City ordinances rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, King County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 7.2 In executing this Agreement, the City does not assume liability or responsibility for or in any way release King County from any liability or responsibility which arises in whole or in part from the nonexistence, existence, validity or effect of King County ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against King County, the City, or both, King County shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 7.3 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 those claims that occurred prior to the effective date of transfer of title of this property 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 judgement 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.
- 7.4 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 occurred after the effective date of transfer of title 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 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.

7.5 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 Exhibit A.

7.6 The City's and County's indemnification in this section shall survive this Agreement.

8. 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.

9. 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.

10. 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.

11. Default.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. 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.

13. Administration of Agreement.

13.1 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.

13.2 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 Manager and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Issaquah

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OFM: November 16, 1993  
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**ATTACHMENT "A"**

**Legal Description of the Julius Boehm Pool site, located at 50 Southeast Clark Street in Issaquah, Washington:**

**Those improvements located on Block 3 in the Plat of Town of Englewood as recorded in Volume 2 of Plats, page 134, records of King County, Washington, EXCEPT the east 56.00 feet thereof, and EXCEPT the west 5.00 feet thereof previously deeded to King County for right-of-way.**





**King County Executive  
TIM HILL**

400 King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104  
(206) 296-4040

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KING COUNTY COUNCIL

November 15, 1993

*Masha Anderson P03*

The Honorable Audrey Gruger  
Chair, King County Council  
Room 402  
COURTHOUSE

**RE: Motion Authorizing the Executive to Sign An Interlocal Agreement with the City of Issaquah for Parks and Recreation Purposes**

Dear Councilmember Gruger:

The enclosed motion will authorize the Executive to sign an interlocal agreement with the city of Issaquah for parks and recreation purposes and authorizes the Executive to execute documents to transfer the Julius Boehm pool to the city. This agreement is consistent with Council Motion 8056 and provides for a transition period of slightly over three years, during which the County and the City will share the cost of operations for this facility.

I would appreciate your expeditious review of this agreement, as we hope to implement this transfer in 1994. If you have any questions, please call Carol Gagnat, Regional Affairs Coordinator, at 296-3477. Thank you for your assistance in this matter.

Sincerely,

Tim Hill  
King County Executive

TH:CG  
P:313D.1  
Enclosures

cc: Lois Schwennesen, Director, Parks, Planning & Resources  
ATTN: Linda Dougherty, Parks Division Manager  
John Amos, Chief Financial Officer  
ATTN: Nick Carnevali, Budget Supervisor  
Carol Gagnat, Regional Affairs Coordinator



11238



City of Issaquah

Post Office Box 1307  
Issaquah, WA 98027-1307

(206) 391-1008  
Fax (206) 391-1036

November 2, 1993

King County Council  
400 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Dear Council Members:

This letter is written to thank the King County staff for their assistance with the proposed funding package between King County and the City of Issaquah for capital funds toward the construction of the Issaquah Community Center project and the City takeover of operations of the swimming pool. Specifically, our thanks go to Pat Steel, Deputy County Executive; Dave Preugschot, Deputy Budget Director; Carol Gagnet, Regional Affairs Coordinator; Linda Dougherty, Parks, Planning and Resources Department Manager; and Clint Lank, Associate Manager, Parks Division.

This collaborative effort represents the best of cooperation between government agencies. The result will be enhanced recreational service to the residents of the greater Issaquah area.

From its beginning, the Community and Youth Center facility has been a collaborative project. Initially, this project brought together senior citizens, youth, parents, business leaders, service clubs and representatives of the schools. These citizens, who total over 100 participants, have formed the Steering and Fundraising Committees to work with the City to make this dream happen. In addition, State Senator Kathleen Drew, State Representatives Bill Reams, Phil Dyer and Brian Thomas have joined their voices in support. U. S. Representative Jennifer Dunn supports this grassroots effort and is kept updated on its progress.

In conclusion, we believe this public/private partnership will view with pride the results of this collaboration when the doors of the Community and Youth Center open.

Sincerely,

Handwritten signature of Kerry Anderson in cursive.

Kerry Anderson, Director  
Issaquah Parks & Recreation Department

Handwritten signature of Leon Kos in cursive.

Leon Kos, City Admin.  
City of Issaquah

KA:cd

cc: Tim Hill, King County Executive  
Pat Steel, Deputy County Executive  
Dave Preugschot, Deputy Budget Director  
✓ Carol Gagnet, Regional Affairs Coordinator  
Linda Dougherty, Parks, Planing & Resources Dept. Manager  
Clint Lank, Associate Manager, Parks Division

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