

May 31, 1994
CG/lk 314V.2

Introduced by: BRIAN DERDOWSKI
JANE HAGUE

Proposed No.:

94 - 338

ORDINANCE NO.

11374

1
2 AN ORDINANCE authorizing the conveyance of
3 Idylwood Park to the city of Redmond, and
4 authorizing an interlocal agreement between
5 the city and King County.

6 PREAMBLE

7 1. The county desires to divest itself of ownership,
8 management and financial responsibility for local parks
9 and recreation facilities located within city
10 boundaries.

11 2. The city has agreed to accept ownership and
12 responsibility for maintaining and operating Idylwood Park
13 which is located wholly within city limits.

14 3. The King County executive has determined that,
15 because of the agreement of the city to operate and
16 maintain the properties in perpetuity as public parks,
17 recreation facilities and open space, the property is
18 surplus to the foreseeable needs of the county and
19 should be conveyed to the city subject to the terms and
20 conditions of the interlocal agreement anticipated by
21 this legislation.

22 4. The conveyance of Idylwood Park is consistent with the
23 desire of the county for conveyance of neighborhood and
24 local facilities to local jurisdictions as outlined in
25 Motion 8056.

26 5. In consideration of the mutual benefits to be
27 derived, it would be in the best interests of the
28 citizens of King County to convey the lands described
29 herein to the city.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. The King County executive, on behalf of the
32 citizens of King County, is hereby authorized to execute a deed

1 of conveyance in favor of the city of Redmond for Idylwood Park
2 property and to execute, substantially in the form attached, an
3 interlocal agreement with the city of Redmond relating to the
4 ownership, funding, operation and maintenance of Idylwood
5 Park.

6 INTRODUCED AND READ for the first time this 6th day
7 of June, 1994.

8 PASSED by a vote of 11 to 0 this 13th
9 day of June, 1994.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Kent Pullen
Chair

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ATTEST:

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Gerald A. Peterson
Clerk of the Council

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APPROVED this 15th day of June, 1994.

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Gary Luder
King County Executive

Interlocal Agreement Between King County and the City of Redmond

Relating to the Ownership, Funding,
Operation and Maintenance of Idylwood Park

This Agreement is made and entered into this day by and between the City of Redmond, 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 County desires to divest itself of ownership, management, and financial responsibility for Idylwood Park, which is located inside the City limits; and

WHEREAS, the City has agreed to accept ownership and the responsibility for maintaining and operating Idylwood Park from the County upon certain terms and conditions;

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

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

- 1 Within thirty (30) days of the signature by both parties of this agreement, King County shall convey to the City by deed a fee simple interest in Idylwood Park, and all structures and improvements therein, described as:

Idylwood Park, located at 3650 West Lake Sammamish Parkway Northeast, in the city of Redmond, consisting of 17.5 acres more or less and more fully described in Attachment A to this document, by this reference made a part hereof.

The deed to said property and 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 facility in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the facility 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 facility 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 resources to fund recreation programs, and such different fees provide for equitable contributions to be made by city and non-city residents"

- 2 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

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- 3 No King County artwork currently located at any facility is to be transferred with the facility. 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.
 - 1 Upon the transfer of ownership and recording of the deed referred to in section 1.1, the City agrees to accept Idylwood Park 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. Until the date of execution of this agreement, the County agrees to continue to operate, maintain and repair the facility listed in section 1.1 above and to operate any previously scheduled recreation programs in said facility.
 3. Interim Cost Sharing for Operation and Maintenance.
 - 1 Upon execution of this agreement, for the year 1994 only, the County will convey to the City the amount listed below by the date specified below, to be used exclusively for the operations, maintenance and improvements of the facility listed in section 1.1 above:

By August 1, 1994, the County shall pay the City \$80,000.
 4. Uses of Facilities During Transition Period
 - 1 The parties agree there will be a transition period from January 1, 1994 through the date of conveyance of the facility, and during said transition period to avoid disruption of service to the public.
 - 2 Revenues from facility use and recreational programs during the transition period shall accrue to the County. Revenues from facility use and recreational programs after the City assumes full ownership and maintenance responsibility as outlined in section 1.1 above will accrue to the City.
 - 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 Redmond 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.

5. 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.

6. Indemnification and Hold Harmless.

- 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.
- 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.
- 3 The City's and the County's indemnification in this section shall survive this Agreement.

7. 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.

8. 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.

9. 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.

10. Default.

- 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.
- 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.
- 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.
- 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.

11. 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.

12. Administration of Agreement.

- 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.
- 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 Chief Executive Officer of the City and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Redmond

King County Executive

Mayor

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

OFM:May 27, 1994
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Attachment A - City of Redmond
Legal Description

IDLWOOD PARK

PARCEL 1 - That portion of Tract 3, Harrison's Acreage Tracts, according to plat recorded in Volume 17 of Plats, page 66, records of King County, Washington, described as follows: Beginning at the most southerly corner of said Tract 3, and running thence N.2-22-12 E., along the most easterly line of said Tract 3, to the intersection thereof with the meander line of Lake Sammamish; thence N.56-09-42 W., along said meander line as shown by said plat, 238.16 feet; thence continuing along said meander line, N.9-09-42 W. 200 feet to the true point of beginning of the tract herein described; thence continuing along said meander line N.9-09-42 W. 117.68 feet to the North line of said Tract 3; thence N.87-18-18 W., along said North line 594.94 feet to the Easterly line of Robert Cotterill Road; thence S.44-03-00 E., along said road 541.14 feet; thence Northeasterly along a straight line, 335 feet, more or less, to the true point of beginning; TOGETHER WITH shorelands of the second class situate in front of, adjacent to or abutting thereon, EXCEPT that portion thereof described as follows: Beginning at the N.W. corner of said Tract 3, and running thence Southeasterly along the Robert Cotterill Road, 11 feet; thence Northeasterly along a straight line, to a point in the north line of said tract 3, distant 18 feet East from the said Northwest corner; thence West, along said North line, 18 feet to the point of beginning.

ALSO, that portion of Tract 3, Harrison's Acreage Tracts, according to plat recorded in Volume 17 of Plats, page 66, records of King County, Washington, described as follows: Beginning at a point on the Southwesterly line of said Tract 3, which is 288 feet Westerly, measured along said Southwesterly line, from the most Southerly corner of said Tract 3; thence Northeasterly to an intersection with the Government Meander Line of Lake Sammamish at a point which is N.56-09-42 W. along said meander line 238.16 feet from the East line of said Tract 3; thence continuing along said meander line N.09-09-42 W. 200 feet; thence Southwesterly to a point on the South line of said Tract 3, which is 225.56 feet Northwesterly as measured along said South line, from the point of beginning; thence Southeasterly along said South line to the point of beginning; EXCEPT that portion, if any, lying within the Robert Cotterill Road as now established; TOGETHER WITH vacated portion of the Robert Cotterill County Road, as vacated August 22, 1927, by order recorded in Volume 28 of King County Commissioner's Records, Pg. 205, which accrued thereto by operation of law; TOGETHER WITH shorelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to and abutting thereon.

PARCEL 2 - Tract A, Replat of Tracts 1 and 2, Harrison's Acreage Tracts, according to plat recorded in Volume 19 of Plats, page 33, records of King County, Washington; and that portion of Tract B, Replat of Tracts 1 and 2, Harrison's Acreage Tracts, according to plat recorded in Volume 19 of Plats, page 33, records of King County, Washington, described as follows: Beginning at a point 257.88 feet Southeasterly from the northwest corner of said Tract B; thence S.44-03 E. along the Northeasterly margin of the Robert Cotterill Road 248.33 feet to the Southwest corner of said Tract B; thence S.87-18-18 E. along the South line of said Tract 765.52 feet to the government meander line of Lake Sammamish; thence N.9-09-42 W. along said government meander line; 173.79 feet;

thence N.87-18-18 W. parallel with the South line of said Tract B, 910.68 feet to the point of beginning; EXCEPT that portion of above described tract lying North of the South 30 feet in width thereof and West of a line which begins on the South line of said Tract, N.87-18-18 W. 621.74 feet from the Southeast corner thereof, and runs N.2-41-42 E. 170.17 feet, more or less, to the North line above described tract; TOGETHER WITH shorelands of the second class adjacent to and abutting upon said parcel.

SUBJECT TO: Right to the waters recorded under Auditor's File No. 3103415; and Easement recorded under Auditor's File No. 904570.

PARCEL 3 - That portion of Tract 5, Harrison's Acreage Tracts, according to plat recorded in Volume 17 of Plats, page 66, in King County, Washington, described as follows: Beginning on the Westerly line of said tract at a point which is distant 197.041 feet Southerly from the Northwest corner thereof and thence continuing Southerly, along said Westerly line, 340.279 feet to the Southwest corner of said tract; thence Easterly, along the Southerly line of said tract, 444.30 feet to the Southeast corner of said tract; thence North, along the Easterly line of said tract, 136.47 feet to the Southwesterly margin of the West Sammamish Road (formerly Robert Cotterill Road); thence Northwesterly, along said SWly margin 303.7 feet, M/L, to a point which bears S.87-18-18 E. from the point of beginning; thence N.87-18-18 W. to the point of beginning.

PARCEL 4 - Tract O, Replat of Tracts 1 and 2, Harrison's Acreage Tracts, according to the plat recorded in Volume 19 of Plats, page 33, records of King County, Washington, EXCEPT that portion described as follows: Beginning on the North line of said Tract O at a point S.37-18-18 E. 518.45 feet from the Northwest corner thereof; thence S.85-20-18 E. 198.83 feet, more or less, to the shoreline of Lake Sammamish; thence Northwesterly along said shoreline 7 feet, more or less, to the North line of said Tract O; thence N.87-18-18 W. along said North line 195 feet, more or less, to point of beginning; TOGETHER WITH second class shorelands adjoining.

ALSO, that portion of Tract B, Replat of Tracts 1 and 2, Harrison's Acreage Tracts, according to the plat recorded in Volume 19 of Plats, page 33, records of King County, Washington, described as follows: Beginning at the Northwest corner of said Tract B; thence East along the North line thereof 1061.39 feet to the Government Meander Line of Lake Sammamish; thence Southerly along said meander line 180.56 feet; thence West parallel with the North line of said Tract; 910.68 feet to the Westerly line thereof; thence Northwesterly along said Westerly line 257.88 feet to the point of beginning; TOGETHER WITH second class shorelands adjoining.

SUBJECT TO: Easement for 1-1/2 inch pipeline, recorded December 13, 1913, under Auditor's File No. 904570; Easements for sanitary sewer pipelines, recorded February 8, 1971, under Auditor's File No. 7102080336, 7102080337, and 7102080338; Easement for electric transmission line, recorded April 14, 1950, under Auditor's File No. 4005156.

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PARCEL 5 - That portion of Tract 3, Harrison's Acreage Tracts, according to plat recorded in Volume 17 of Plats, page 33, records of King County, Washington, described as follows: Beginning at the Northwest corner of said tract which is also the easterly line of Robert Cotterill County Road; thence South along said Easterly line, 11 feet; thence Northeasterly to a point on the Northerly line of said Tract which is 18 feet from the Northwest corner of said tract; thence Westerly along said Northerly line to the point of beginning.

SUBJECT TO: Utility easements granted to the City of Redmond under Recording Nos. 7204200454, 7204200456, 7204200457, 7204200458, and 7204200459.