

June 26, 1995

Introduced By: Greg Nickels

vashon:sdw

Proposed No.: 95-372

ORDINANCE NO. **11883**

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AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space properties to the Vashon Island Park District, and authorizing the executive to enter into an interlocal agreement with the Parks District relating to parks and recreation services.

PREAMBLE

1. The Vashon Island Park District (the District) desires to own, operate and maintain parks, open space, recreation facilities and programs located on Vashon Island.

2. The county desires to divest itself of the ownership, management and financial responsibility for local parks, open space, recreation facilities and programs as directed by Motion 8056.

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

5. King County acknowledges that so long as these parks remain in unincorporated King County, the District may be eligible for capital improvement program funds or other available funds for unanticipated capital repairs or for capital enhancement projects.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

1 deeds of conveyance in favor of the Vashon Island Park
2 District for those properties listed in the attached
3 agreement.

4 SECTION 2. The County executive is hereby authorized to
5 execute, substantially in the form attached, an interlocal
6 agreement with the Vashon Island Park District relating to
7 ownership, funding, operation and maintenance of parks, open
8 space, recreation facilities and programs, provided that the
9 reference to the Northend Boat Ramp shall be deleted from
10 paragraph 1.2.

11 INTRODUCED AND READ for the first time this 22nd
12 day of May, 1995.

13 PASSED by a vote of 12 to 0 this 10th day of
14 July, 1995.

15 KING COUNTY COUNCIL
16 KING COUNTY, WASHINGTON

17 Kent Pullen
18 Chair

19 ATTEST:

20 Gerald A. Peterson
21 Clerk of the Council

22 APPROVED this 21st day of July, 1995.

23 [Signature]
24 King County Executive

25 Attachments: Interlocal Agreement

**Interlocal Agreement Between
King County and the Vashon Island Park District**
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 Vashon Park District, hereinafter called "District," and King County, hereinafter called "County", as authorized by the Revised Code of Washington (RCW) 39.33 and 39.34.

WHEREAS the District 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 District boundaries; and

WHEREAS it is in the best interest of the public that the District and the County take those actions necessary to meet those desires and to cooperate in any transition to ensure a smooth transition and avoid service disruption;

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

1. Conveyance of Title

- 1.1 On or about June 1, 1995, King County shall convey to the District by deeds full interest in the following listed park, open space and recreation property improvements:

Ober Park, Agren Park, Northeast Vashon Park, Paradise Ridge, Tramp Harbor Dock, Whispering Firs Bog, Spring Beach Park, Lisabeula Park and Northend Boat Ramp.

- 1.2 On or about January 1, 1996, King County shall convey to the District by deeds full interest in the following list park, open space and property improvements:

Inspiration Point, Point Robinson Park, Burton Acres Park.

The deed to said property improvements (the "facility" or "facilities") 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 District covenants to operate and maintain the facility in perpetuity as a public open space or as public parks recreational facility, except that the District may trade the facility for additional property of equal or greater parks and recreational value or open space value. The District further covenants that it will not limit access to the facility so as to restrict usage by non-District 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-District residents as for the residents of the District, unless the District 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 District and non-District residents.”

1.3 The District hereby agrees to abide by and enforce all terms, conditions, reservations, restriction and covenants of title.

1.4 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

2.1 On the effective dates of June 1, 1995 and January 1, 1996, the District agrees to accept the facilities listed in sections 1.1 and 1.2 above in as is condition, and to assume full and complete responsibility for operations, maintenance, utilities, 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 any previously scheduled recreation programs in said facility. The County further agrees to perform maintenance of the facility during the period from January 1, 1995 through June 1, 1995 for the facilities listed in section 1.1 and through January 1, 1996, for the facilities listed in section 1.2 at the same level as that performed during 1994.

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 Mutual Hold Harmless

4.1 King County shall indemnify and hold harmless the District 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, relating to this site, 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 District.

- 4.2 The District 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, relating to this site, which are caused by or result from a negligent act or omission of the District, its officers, agents and employees that occur on or after the effective date of the transfer of title of this property to the District.
- 4.3 The District's and the County's indemnification in this section shall survive this Agreement.
5. Non-Discrimination The District and the County are Equal Opportunity Employers. The District 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 District 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 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 District 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 district 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.

10. Administration of Agreement

10.1 The District and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The District and County shall each 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.

10.2 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 Vashon Park District Chair and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

King County Executive

Chair, Vashon Park District

Date
Approved as to Form

Date
Approved as to Form

King County Deputy Prosecuting Attorney

Date

Date

PARKS TRANSFERRING TO THE VASHON PARK DISTRICT

PARK	ACRES	CLASSIFICATION	O&M COST 1992	O&M COST 1993	O&M COST 1994
Transfer in 1995:					
Agren	30	Active	5345	5699	5970
Lisabeula	6	Passive	85	2242	7279
Northend Boat Ramp					
Ober	5.5	Passive	10472	13325	17007
Paradise Ridge	43.1	Passive			
Spring Beach	45.8	Passive			
Tramp Harbor Dock	0.5	Special Purpose	795	971	1183
Whispering Firs	4	Natural			23
Winghaven	12	Passive	381	405	424
Transfer in 1996:					
Burton Acres	68.3	Passive	3935	5005	5042
Inspiration Point	0.5	Passive	440	598	399
Point Robinson	10	Passive	2335	3716	2509
Total	225.70		23788	31961	39836

- King County will keep Dockton, Vashon Pool, Maury Island