



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**May 10, 2000**

**Ordinance 13838**

**Proposed No. 2000-0218.1**

**Sponsors Fimia**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

AN ORDINANCE authorizing the conveyance of a real property to the city of Lake Forest Park and authorizing the executive to enter into an interlocal agreement with the city of Lake Forest Park relating to the conveyance of such property.

**STATEMENT OF FACTS**

1. The city of Lake Forest Park ("the city") desires to own and maintain the property on Northeast 178th Street identified as parcel #402350-0995.
2. King County ("the county") acquired the parcel in 1988 with the intention of using the property to construct a permanent repair to a drainage-related slide on the NE 178th Street, which abuts the north line of the parcel.
3. The roadway is now a city street and the county has no further responsibility for maintenance or repair of the roadway or related

19 drainage problems.

20 4. The city is responsible for the maintenance and repair of the roadway  
21 and will be responsible to construct a repair to any drainage-related slide  
22 on the roadway in the future.

23 5. The city requests the county to convey the property described in this  
24 ordinance to the city to maintain in its natural condition as a reserve for  
25 future use, if necessary for drainage-related repairs, or other purposes  
26 related to maintenance and operation of the roadway.

27 6. The King County executive has determined the property to be surplus  
28 to the foreseeable needs of the county and should be conveyed to the city  
29 subject to the terms and conditions of the interlocal agreement authorized  
30 in this ordinance.

31 7. In consideration of the mutual benefits to be derived, it would be in  
32 the best interests of the citizens of King County to convey the property  
33 described in this ordinance to the city.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

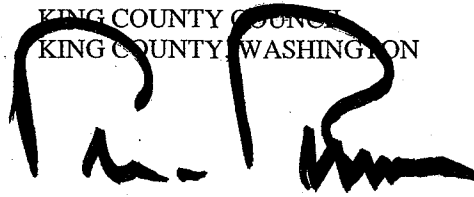
35 SECTION 1. The King County executive, on behalf of the citizens of King  
36 County, is hereby authorized to execute deeds of conveyance in favor of the city of Lake

37 Forest Park for the real property listed on the attached agreement, and to execute,  
38 substantially in the form attached, an interlocal agreement with the city of Lake Forest  
39 Park relating to the ownership and purpose of the property.

40

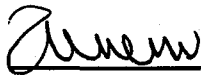
Ordinance 13838 was introduced on 3/27/00 and passed by the Metropolitan King County Council on 5/8/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, 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: 1 - Ms. Miller

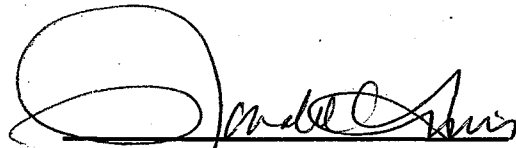
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON  


Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council  
APPROVED this 22 day of May, 2000.



Ron Sims, County Executive

**Attachments** A. An Interlocal Agreement between King County and the City of Lake Forest Park Relating to the Transfer of a County-Owned Property

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND  
THE CITY OF LAKE FOREST PARK RELATING TO THE TRANSFER OF  
A COUNTY-OWNED PROPERTY**

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as "the County," and the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter referred to as "the City".

- A. The City annexed an area in 1994 that included NE 178<sup>th</sup> Street, hereinafter referred to as "the Roadway", and parcel #402350-0995 as described in Exhibit 1, hereinafter referred to as "the Parcel."
- B. Prior to the City's annexation, King County had acquired the Parcel in 1988 with the intention of using the property to construct a permanent repair to a drainage-related slide on the Roadway which abuts the north line of the Parcel.
- C. The County never constructed a permanent repair to the slide on the Roadway, but the City has installed drainage facilities that appear to have resolved the drainage-related problem.
- D. The Roadway is now a City street and the County has no further responsibility for maintenance or repair of the Roadway or related drainage problems.
- E. The City is responsible for the maintenance and repair of the Roadway and will be responsible to construct a repair to any drainage-related slide on the Roadway in the future.
- F. The County-owned Parcel is considered surplus to the needs of the County's Road Services Division, the custodial agency, and does not meet the County affordable housing criteria.
- G. The City requests the County to transfer the Parcel to the City to maintain the property in its natural condition as a reserve for future use, if necessary, for drainage-related repairs, or other purposes related to the maintenance and operation of the Roadway.
- H. The County is willing to comply with the City's request for the transfer of County-owned parcel #402350-0995 to the City for the strict purpose of maintaining the property in its natural condition and facilitating any future repairs necessary to a drainage-related slide on the Roadway or other purposes related to the maintenance and operation of the Roadway.

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties, the County shall transfer to the City the title and the deed of parcel #402350-0995.
- 1.2 Upon the transfer of the County-owned Parcel to the City, the parties agree that the County shall have no further commitment or obligation to the City related to or arising from the Roadway or the Parcel.

2. CITY RESPONSIBILITIES

- 2.1 The City will maintain the Parcel in its natural condition in reserve for future use by the City, if necessary, for purposes related to the City's operation, maintenance or repairs of the Roadway, including drainage-related repairs.
- 2.2 The deed to said property shall contain all reservations of record known to the County, and the following specific covenant pertaining to use:  
  
The Grantee shall maintain the property in its natural condition and may only use the property for drainage purposes related to the adjacent portion of NE 178<sup>th</sup> Street, or other purposes related to the operation and maintenance of said roadway and for no other purpose without the prior written consent of the King County Road Engineer.
- 2.3 The City acknowledges that the County-owned Parcel was acquired by the County with the intention to construct a permanent repair to a drainage-related slide on the Roadway.
- 2.4 The City will reimburse the County the full market value of any portion of the Parcel transferred pursuant to this Agreement that is used for purposes not authorized by this Agreement.

3. DURATION

This agreement shall be effective upon execution by both parties, and shall continue in force and in accordance with the terms of this Agreement, or until this Agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

Washington State law shall govern the respective liability between the parties to the Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Agreement. No liability shall be attached to the City or County by reason of entering into this Agreement except as expressly provided herein.

5. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by the City or the County at the requesting party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

6. WAIVER OR 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. This Agreement shall not be modified or amended except by an instrument, in writing, signed by the parties hereto.

7. ENTIRE AGREEMENT

This Agreement is the complete expression of the terms hereof and any representations or understandings, whether oral or written, not incorporated herein are excluded

8. INVALID PROVISION

If any provision of this contract shall be held invalid, the remainder of the agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written below,

KING COUNTY

CITY OF LAKE FOREST PARK

\_\_\_\_\_  
KING COUNTY EXECUTIVE

\_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Approved as to Form:

Approved as to Form:

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Exhibit 1**

The legal description of the Parcel referred to in this Agreement is described as follows:

**The north 180 feet of Lots 7, 8, and 9, Block 26, Lake Forest Park 2<sup>nd</sup> Addition, according to the plat thereof recorded in Volume 21 of Plats, page 82, in King County, Washington.**