



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 26, 2000

Ordinance 13950

Proposed No. 2000-0426.1

Sponsors Vance

1 AN ORDINANCE authorizing the conveyance of
2 Auburndale Park to the city of Auburn and authorizing the
3 executive to enter into an interlocal agreement with the city
4 of Auburn relating to the ownership, operation and
5 maintenance of the park.

6
7 **PREAMBLE**

- 8 1. The city of Auburn (hereafter the city) recently annexed an area
9 of formerly unincorporated King County known as southwest Lea
10 Hill.
- 11 2. The city desires to own, operate and maintain local parks, open
12 space, recreation facilities and programs inside its boundaries.
- 13 3. King County desires to divest itself of ownership, management,
14 and financial responsibility for non-regional parks, open space,
15 recreational facilities and programs inside the city boundaries as
16 directed by Motion 8056 and the King County Park, Recreation
17 and Open Space Plan adopted by Ordinance 12349.

18 4. The King County executive has determined that, because of the
19 agreement of the city to operate and maintain the property in
20 perpetuity as public park, recreation facility and open space, the
21 property and property improvements should be conveyed to the
22 city subject to the terms and conditions of the interlocal agreement
23 authorized in this ordinance.

24 5. In consideration of the mutual benefits to be derived, it would
25 be in the best interests of the citizens of King County to convey the
26 real property and property improvements described in this
27 ordinance to the city.

28 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

29 SECTION 1. The King County executive is hereby authorized to execute the
30 necessary documents to convey the real property listed in the attached agreement to the
31 city of Auburn and to execute, substantially in the form attached to this ordinance, an
32 interlocal agreement with the city of Auburn relating to the ownership, operation and

33 maintenance of Auburndale Park.

34

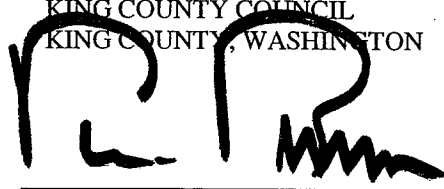
Ordinance 13950 was introduced on 7/24/00 and passed by the Metropolitan King County Council on 9/25/00, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

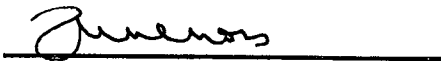
Excused: 2 - Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 26 day of September, 2000.



Ron Sims, County Executive

Attachments A. Auburndale Interlocal Agreement Between King County and the City of Auburn Relating to the Ownership, Operation and Maintenance of Auburndale Park

Attachment A

Interlocal Agreement Between King County and the City of AUBURN

Relating to the Ownership, Operation and Maintenance of Auburndale Park

This Agreement is made and entered into this day by and between the City of Auburn, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City of Auburn annexed on February 29, 2000, an area previously known as Southwest Lea Hill; and

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. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by deeds all its ownership interest, and when possible by assignment any leasehold interest or shared use responsibility, in the following listed park/recreation site (as described more fully in Exhibits A and B by this reference made a part hereof):

Auburndale Park

- 1.2. All deeds to said property and property improvements ("the facilities") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and IAC (Interagency Committee for Outdoor Recreation) covenants if applicable.
- 1.3. As consideration to the County, all deeds shall also contain the following specific covenants pertaining to use:

“The City covenants to operate and maintain the property in perpetuity as a public park,

public recreational facility, and/or public open space, except that the City may trade the site or part of the property for public park, public recreational property, and/or public open space of equal or greater value. The City further covenants that it will not in any way limit or restrict access to and use of the property by non-City residents. The City also covenants that any and all user fees, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.”

2. Responsibility for Operations, Maintenance, Repairs and Improvements, and Recreation Services

2.1. As further consideration to the County, upon conveyance, 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 all operations, maintenance, repairs, improvements of, and recreation services at said property.

3. Duration

3.1. This Agreement shall be effective upon signature by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

4. Indemnification

4.1. The County and City shall indemnify, defend, and hold the other harmless to the full extent of the indemnitor's negligence as permitted under Washington law.

5. Non-Discrimination

5.1. The City is an Equal Opportunity Employer. The City shall comply with all applicable non-discrimination laws and requirements.

6. Audits and Inspections

6.1. Until December 31, 2007, any records related to any matters covered by this Interlocal Agreement shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. Waiver and Amendments

7.1. 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 by the parties hereto.

8. Entire Agreement and Modifications

8.1. This Interlocal Agreement and its Exhibits 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.

9. Administration of Agreement

9.1. The City and County shall each appoint a representative to review compliance with this Interlocal Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of this Interlocal Agreement shall meet as needed. Either party is authorized to convene a meeting to discuss any such conflict by providing the other party with minimum advance notice of ten (10) working days. Such notice shall be referred respectively to the Mayor, and the Director of King County Parks. Both parties shall strive in good faith to resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Auburn

King County Executive

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

EXHIBIT "A"
King County Parks in the Southwest Lea Hill Annexation Area

Auburndale Park

Picnic area, open play field,
play equipment area

EXHIBIT "B"
LEGAL DESCRIPTION
As shown on deed copies, enclosed

AUBURNDALE PARK

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 21 North, Range 5 East, W.M., in King County, Washington, LESS the East 20 feet for road.