

2006-004

**Intergovernmental Land Transfer Agreement Between  
King County and the City of Redmond**

Relating to the Ownership, 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 Redmond, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for parks, open space, recreational facilities and programs inside and near the City boundaries; and

WHEREAS the City desires to own, operate, and maintain local parks and open space inside its boundaries; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County has determined that it does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the County has determined that the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS, the County and the City intend that if any equivalent facilities are conveyed by the City to the County in exchange for the Property as a result of a change of use of the Property, then the County will convey such equivalent facilities back to the City, and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs at the property regardless of residency, 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 ensure a smooth transition and avoid service disruption;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

**1. Conveyance of Title**

- 1.1 Within thirty (30) days of execution of this Agreement, King County shall convey to the City by bargain and sale deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in Exhibits A and B (the "Property"):

**Sammamish Slough Park, located at 7447 159<sup>th</sup> Pl. N.E., in the City of Redmond, consisting of 1.37 acres more or less and more fully described in Exhibits A and B, by this reference made a part hereof.**

- 1.2 The City has reviewed the Project Agreement for Project No. 66-025 between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the acquisition or development of the Property and other properties owned by the County. The City and the County agree that they will execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" as to the Property, so that the City shall become the "Project Sponsor" in the Project Agreement as to the Property. The amendment shall provide that the County shall remain the "Contracting Party" and "Project Sponsor" for all land covered by such Project Agreement other than the Property. The County and the City agree to work expeditiously with IAC to prepare and execute the amendment and the City agrees to execute the amendment within fifteen (15) days after the City receives the same for signature from the IAC.
- 1.3 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore. The parties agree and acknowledge that Section 7 of King County Resolution 34571 provides as follows: 'However, nothing in this resolution shall prevent the grant of easements or franchises or the making of joint use agreements not incompatible with the use of Public Park and Recreation Facilities for the purposes of this Resolution.'"

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

1.4 In Conveying the Property by deed, the County shall retain ownership of and has removed from the Property the wood carvings depicted in Exhibit C hereto.

**2. Existing Restrictions, Agreements, Contracts or Permits**

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

**3. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.

3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.

- 3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

#### **4. Environmental Liability**

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 30 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to any undertaking of remediation. The parties acknowledge that if hazardous materials on the Property pose an imminent threat to human health or the environment emergency response may be required before the parties can agree on the responsibility for remediation. Failure to meet the notice requirements of this section does not preclude the City from filing a claim against the County for contribution under federal or state law.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

#### **5. Indemnification and Hold Harmless**

- 5.1 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, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to

the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. 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 judgment 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, King County shall satisfy the same.

- 5.2 In executing this Agreement, the 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 existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if final judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 5.3 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, (i) 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/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement. 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 elected officials, officers, agents and employees or jointly against King County and the City and their respective elected officials, officers, agents and employees, the City shall satisfy the same.
- 5.4 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 Property.
- 5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

**6. Audits and Inspections**

6.1 Until December 31, 2011, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged 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 Intergovernmental 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. Duration and Authority**

9.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

**10. Notice**

10.1 Any notice provided for herein shall be sent to the respective parties at:

King County  
Ron Sims

City  
Rosemarie Ives

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

STATE OF WASHINGTON)  
  ) SS  
COUNTY OF KING                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and sworn personally  
appeared, to me known to be the individual described in and who executed the forgoing  
instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said  
instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein  
mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above  
written.

Notary Public in and for the  
State of Washington, residing

at \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)  
  ) SS  
COUNTY OF KING                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the  
State of Washington, residing

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_



**EXHIBIT A**  
**King County Parks Transferring to the City of Redmond**

Name of park	Amenities/facilities
Sammamish Slough Park	Haida House artist's studio

**EXHIBIT B**  
**Legal Descriptions**

**SAMMAMISH SLOUGH PARK**

Lot 9, Block 2, West Redmond Addition, as per plat recorded in Volume 58 of Plats, pages 12 & 13, records of King County, Washington; EXCEPT the North 60 feet; AND EXCEPT the southerly 40 feet thereof as measured perpendicular to and parallel with the south line of said lot 9. Situate in the City of Redmond, County of King, State of Washington

SUBJECT TO: 1) Right of the public to make necessary slopes for cuts or fills in the reasonable original grading of streets, avenues, alleys, roads and trails, as dedicated in the plat; 2) Restrictions contained in said plat; Building lines as shown on the face of the plat of said Addition; 3) Restrictions contained in Deed of Right to Use Land for Public Recreation Purposes as set forth in King County Recording No. 7204060460; and 4) Release and discharge from any and all liability in respect to possible damage to land resulting from disposal of excess material (spoil) from previous improvements to the Sammamish River as contained in Release of Damages and set forth in King County Recording No. 5548570.

**EXHIBIT C**  
**Photos of Wood Carvings**

















