

R-140, (41,  
142)  
Clerk's  
Receiving  
Number 178  
Date 6/1/00  
City \_\_\_\_\_  
Clerk \_\_\_\_\_

**Interlocal Agreement Between  
King County and the City of MAPLE VALLEY**  
Relating to the Ownership, Funding, Operation and Maintenance  
of Parks, Open Space, and Recreation Facilities

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

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 owns a property located within City boundaries, hereby referred to as "Lake Wilderness Local Extension", that is attached to Lake Wilderness Park and utilized for local purposes; 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.**

A. Upon execution by the parties of this Agreement, King County shall convey to the City by special warranty deed all its ownership interest, and when possible by assignment any leasehold interest or shared use responsibility, in the approximately five acre property hereby referred to as "Lake Wilderness Local Extension" (as described more fully in Exhibit A, by this reference made a part hereof) which includes the following park, open space and recreation sites:

- Maple Valley Community Center - site
- Skateboard Park – site and recreational facility
- Historical Society Lease Area - site

B. The deed 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. King County and the City agree to initiate transfer of sponsor status for IAC projects to the City within 90 days of the execution of this agreement.

- C. As consideration to the County, the deed 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 property or part of the property for public park, public recreational property, and/or public open space of equal or greater value. Where IAC funding is attached to a transferred property, the City must use the IAC conversion process to trade the property 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 made 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.”

However, these covenants shall not be construed in any way as precluding or prohibiting the current uses of the property for the Maple Valley Community Center or the Historical Society Lease Area sites.

- D. Any King County artwork currently located on the property referenced in section 1.A. above shall remain on site, and shall remain the sole property of King County. This Interlocal Agreement shall not be construed as conveying ownership of such artwork to the City. The City and the County hereby agree at a later date to negotiate a separate long-term agreement for any such artwork, which fully protects and preserves the artwork, respects the legal rights of the artist(s) and assures continuity of care for and continued public access to these assets. Prior to the execution of such future agreement, the City shall consult with the County prior to undertaking any activity which may impact access to and/or the integrity, and/or the viability of any such artwork.
- E. The Maple Valley Community Center building facilities are owned by Maple Valley Community Center (“MVCC”), a non-profit corporation, and will not be transferred to the City. King County and MVCC have a Joint and Cooperative Use Agreement for Maple Valley Community Center’s Use of Lake Wilderness Park. King County and the City agree to assign the Joint and Cooperative Use Agreement to the City by means of an ASSIGNMENT OF INTERLOCAL AGREEMENT AND CONSENT TO ASSIGNMENT document which shall be completed and attached to this agreement within 90 days of the execution of this interlocal agreement.
- F. King County also has a 1998 Community Development Block Grant (“CDBG”) agreement with MVCC related to funding of building improvements, attached for reference as Exhibit “B”. King County and the City agree that the City will allow MVCC to continue to use the property for CDBG-eligible activities until December 31, 2006. If, prior to December 31, 2006, the City causes MVCC to lose the use of the Community Center site or to change the primary use of the Community Center building in such a way

as to lose CDBG eligibility, the City will be responsible for reimbursing King County \$18,792 within 90 days for prior rehabilitation work on the facility pursuant to the 1998 King County - MVCC CDBG agreement.

G. King County and the Maple Valley Historical Society, Inc. have a Joint Development and Cooperative Use Agreement for a portion of Lake Wilderness Park currently used for historical society purposes. King County and the City agree to assign the Joint Development and Cooperative Use Agreement to the City by means of an ASSIGNMENT OF INTERLOCAL AGREEMENT AND CONSENT TO ASSIGNMENT document which shall be completed and attached to this agreement within 90 days of the execution of this interlocal agreement.

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

A. As further consideration to the County, upon conveyance, the City agrees to accept the facilities and properties listed in Section 1.A. above in as is condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and recreation services at said facilities and properties.

**3 Duration.**

A. 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.**

A. 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.**

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

**6 Audits and Inspections.**

A. 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.**

A. 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.**

A. 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.**

A. 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 City Manager, 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 Maple Valley

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

9-26-00

06/01/00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County #19252  
Deputy Prosecuting Attorney

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

9/21/00

6/1/00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The westerly 370 feet of the southwest quarter, of the northeast quarter, of Section 21, Township 22 North, Range 6 East, W.M., King County, Washington, as measured at right angles to the westerly line of said northeast quarter, and lying southerly of the "Green to Cedar River Trail" right-of-way, formerly the Burlington Northern Railway right-of-way, (also formerly known as Columbia and Puget Sound Railroad; Pacific Coast Railroad; Chicago, Milwaukee, St. Paul and Pacific Railroad).

EXCEPT existing county roads.

This parcel contains 5.03 acres.

**EXHIBIT "B"**  
**1998 King County Department of Community and Human Services**  
**Community Development Block Grant Agreement**

Additional information regarding this property transfer is available to view at Maple Valley City Hall, 22035 SE Wax Road, Suite 5, Maple Valley, WA 98038.