



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 8, 2011

Ordinance 17026

Proposed No. 2010-0610.2

Sponsors Phillips

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement with the city of Issaquah
3 for the transfer of a drainage parcel located between
4 Southeast Issaquah Fall City Road and Southeast Black
5 Nugget Road.

6 STATEMENT OF FACTS:

- 7 1. King County owns tax parcel 222406-9150, which is a storm drainage
8 facility located between Southeast Issaquah Fall City Road and Southeast
9 Black Nugget Road within the city of Issaquah.
- 10 2. King County wishes to transfer the parcel to the city of Issaquah so that
11 the city of Issaquah can properly maintain the road-related storm drainage
12 facility as needed. The city of Issaquah wishes to accept the parcel on
13 which the storm drainage facility is located. City of Issaquah Mayor Ava
14 Frisinger signed an interlocal agreement authorizing the transfer of the
15 parcel on September 14, 2010.
- 16 3. King County is willing to comply with the city of Issaquah's request for
17 the transfer of the parcel for the sole purpose of maintaining and operating
18 the storm drainage facility.

19 4. Chapter 39.33 RCW permits the transfer of property from King County
20 to the city of Issaquah.

21 5. Chapter 39.34 RCW authorizes the county and the city to enter into an
22 interlocal cooperation agreement such as Attachment A to this ordinance.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 SECTION 1. The King County executive is hereby authorized to execute an
25 interlocal agreement, substantially in the form of Attachment A to this ordinance, with

26 the city of Issaquah for the transfer of a drainage parcel located between Southeast
27 Issaquah Fall City Road and Southeast Black Nugget Road.
28

Ordinance 17026 was introduced on 12/6/2010 and passed by the Metropolitan King County Council on 2/7/2011, by the following vote:

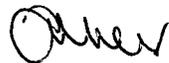
Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



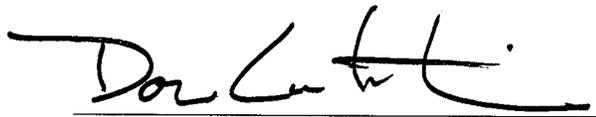
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 11 day of FEBRUARY, 2011.



Dow Constantine, County Executive

RECEIVED
2011 FEB 14 PM 4:17
CLERK
KING COUNTY COUNCIL

Attachments: A. An Interlocal Agreement Between King County and the City of Issaquah Relating to the Transfer of County-Owned Properties (revised 1-11-11)

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF ISSAQUAH RELATING TO THE TRANSFER OF
COUNTY-OWNED PROPERTIES**

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 Issaquah, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

- A. The County owns a storm drainage facility within the City located between Southeast Issaquah Fall City Road and Southeast Black Nugget Road.
- B. The storm drainage facility is located on Parcel 222406-9150, (the "Parcel." See Exhibit 1.
- C. The storm drainage facility supports roadways within the City's jurisdiction.
- D. The County wishes to transfer the Parcel to the City so that the City can properly maintain the storm drainage facility as needed. The Parcel is legally described in Exhibit 2.
- E. The City desires to accept the Parcel.
- F. The City requests that the County transfer the Parcel to the City so that the City can continue to maintain and operate the storm drainage facility.
- G. The County is willing to comply with the City's request for the transfer of the Parcel for the purpose of maintaining and operating the storm drainage facility.
- H. RCW Chapter 39.33 RCW permits the transfer of property from the County to the City.
- I. The County and the City are authorized, pursuant to RCW Chapter 39.34, to enter into an Interlocal Cooperative agreement of this nature.

NOW THEREFORE, 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, ownership of the Parcel by quit claim deed.
- 1.2 The City agrees to accept the Parcel "as is" and assumes full and complete responsibility for operation, maintenance, and repairs to the Parcel upon transfer of the Parcel to the City.

2. CITY RESPONSIBILITIES

- 2.1 The City will maintain and operate the Parcel in its existing condition.
- 2.2 The deed to the property shall contain all reservations of record known to the County, and the following specific covenant pertaining to use:

The Grantee shall maintain and operate the property in its existing condition in perpetuity.

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 liabilities of the parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to it.

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 signed below,

KING COUNTY

CITY OF ISSAQUAH

KING COUNTY EXECUTIVE

Arac Frisenger
CITY MAYOR

DATE

9/14/10
DATE

Approved as to From:

King County Deputy Prosecuting Attorney

Wayne Tanaka
City Attorney

