

INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF REDMOND
SUBURBAN CITY OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into
between the CITY OF REDMOND
COUNTY ("County").



Article I. Recitals

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund and appropriated a total of \$2,900,000 in conservation futures levy proceeds to King County (\$1,100,000), the City of Seattle (\$1,100,000) and suburban cities (\$700,000).

Ordinance 9128 also established conditions for use of the Fund, including conditions covering allowable projects, costs and expenses.

The Open Space Citizens Advisory Committee has recommended an initial and a secondary allocation of Conservation Futures funds from the Suburban City Open Space Acquisition Project following notification to the suburban cities that funds were available, provision of an opportunity for the suburban cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867.

The King County Council by Motion 7742 has approved the initial allocation and by Motion 8120 the secondary allocation of 1989 Conservation Futures funds, and authorized the King County Executive to enter into interlocal cooperation agreements with the suburban cities in order to initiate the

approved projects.

Pursuant to King County Ordinance 9128, King County Motion 7742, Washington Statute Chapter 84.34 RCW and Washington Statute Chapter 39.34, the parties agree to follows:

Article II. Definitions

1. Open Space

The term "open space" or "open space land" means: a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or b) any land area, the preservation of which in its present use would: 1) conserve and enhance natural or scenic resources; or 2) protect streams or water supply; or 3) promote conservation of soils, wetlands, beaches or tidal marshes; or 4) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space; or 5) enhance recreational activities; or 6) preserve historic sites, or 7) retain in its natural state tracts of land of not less than five acres situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification.

2. Project

The term "Project" means specific projects which meet open space criteria as described in King County Ordinance 8867, Section 1, and RCW 84.34.020 and which are attached to and incorporated by reference in King County Ordinance 9071 or added to the list of approved projects by the County.

3. Conservation Futures

The term "conservation futures" means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise conserve open space land, all in accordance with the provisions of Washington Statute Chapter 84.34 RCW and King County Ordinance 8867.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be and continue in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the funds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. Conditions of Agreement

Section 5.1 - Project Description. Funds available pursuant to this agreement may be used only for Projects listed in Attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County Ordinance 8867, Section 1, and Washington Statute Chapter 84.34.020 RCW.

Section 5.2 - Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, all in accordance with the provisions of Section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 - Substitution/Deletion of Projects. If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided by the County less approved expenses previously incurred in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively, the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space

criteria as described in King County Ordinance 8867, Section 1, and Washington Statute Chapter 84.34.020 RCW, be submitted to and recommended by the County's Citizens Oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Parks, Planning and Resources, Office of Open Space.

Section 5.4 - Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this agreement plus accrued interest on such funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 - Matching Requirements. Any Project funded by Conservation Future Levy proceeds shall be supported by the City in which the Project is located with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MAI certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City's cash match will be transmitted in writing to the City by the Manager of the County's Office of Open Space or his successor in function.

If the Project involves two or more suburban cities, those

cities shall determine the allocation of contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservation Futures Levy funds provided by the County.

Such matching contribution must be available within two years of the City's application for County funds to support Projects identified herein or approved substitute Projects.

If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All such monies will be available to the County to reallocate to other approved Projects. By appropriate legislature action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2 - Project Description. As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: 1) a narrative description of the project; 2) a description of the specific uses for Conservation Futures Levy funds in the Project; and 3) a description of the means by which the City will satisfy the matching requirements contained in this agreement.

Section 6.3 - Reporting. All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City funds, accounts and monies. Until the property described in the Project is acquired and all

funds provided pursuant to this agreement expended, the City shall provide semi-annual written reports to the County within 30 days of the end of each relevant time period. The semi-annual report shall contain the following information: a) an accounting of all cash expenditures and encumbrances in support of the Project; b) the status of each Project and any changes to the approved time line; and c) other relevant information requested by the County for the purpose of determining compliance with this agreement.

Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County with a final report, within 90 days of the end of the calendar year in which all funds were expended. Said report shall contain a summary of all project expenditures, a description of the project status and accomplishments and other relevant information requested by the county for the purpose of verifying compliance with this agreement.

The City shall also provide the County, within 90 days of the end of each calendar year, annual reports which specify any change in the status of the Project during the prior year and any change in the status of the Project which the City reasonably anticipates during the ensuing year. Such reports shall be required only if a change has taken place or is anticipated, except as provided above for ongoing and final project reports. All such reports shall be submitted to the County's Department of Parks, Planning and Resources, Office of Open Space.

Section 6.4 - Disposition of Remaining Funds. Open Space Bond funds as authorized by Ordinance 9071, are available for Projects identified in this agreement. If allocation of Conservation Futures Levy funds to such Projects produces an excess of revenues over the approved cost of the Projects, then as to such excess funds, the City will: 1) reprogram such excess funds as set forth in this agreement; or 2) justify to the County's satisfaction that such excess funds are necessary to complete the Project; or 3) repay such excess funds to the County.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all monies provided by the County plus interest accrued by the City on such monies.

Section 6.5 - Maintenance in Perpetuity. The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with funds provided pursuant to this agreement to any purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based on the changed status or use and not based on its value as open space.

Upon changes in status and/or use of the property acquired

herein, at its own cost, the City will provide the County an independent MAI appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within 90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in Attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

Article VIII. Other Provisions

Section 8.1 - Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, wage, fee, benefits or taxes; and 2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers

in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts or failure for any reason to comply with the terms of this agreement by the City, its officers, employees, agents or representatives.

C. The City shall protect, defend, indemnify, and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 52 to the extent necessary to extend its obligations under this paragraph to any claim, demand or cause of action brought by or on behalf of any employees, including judgments, awards and costs arising therefrom including attorneys' fees.

Section 8.2 - Amendment. The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County Councils.

Section 8.3 - Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver

of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 - Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF REDMOND

[Signature]
TIM HILL DEPUTY SANCHEZ FOR
King County Executive KING COUNTY EXECUTIVE

By: *[Signature]*
DOREEN MARCHIONE
Mayor, City of Redmond

Date: 4/30/91

Date: 4/2/91

Acting under authority of authority of Motion 8120

Acting under authority of authority of Motion _____

Approved as to form:

Approved as to form:
OFFICE OF THE CITY ATTORNEY

NORM MALENG
King County Prosecuting Attorney

[Signature]

ATTACHMENT A
 INTERLOCAL COOPERATION AGREEMENT
 SUBURBAN CITY OPEN SPACE
 ACQUISITION PROJECTS

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EXHIBIT C: SUBURBAN CITY PROJECTS (1989 \$)

Name	City	Expenditure Cash Flow--)												Total		
		Cost	Jan-Mar 1990	Apr-Jun 1990	Jul-Sep 1990	Oct-Dec 1990	Jan-Mar 1991	Apr-Jun 1991	Jul-Sep 1991	Oct-Dec 1991	Jan-Mar 1992	Apr-Jun 1992	Jul-Sep 1992		Oct-Dec 1992	
White R./Lakeland Hills	Auburn	1,000,000														1,000,000
Mercer Slough	Bellevee	4,100,000				600,000		600,000		600,000						4,100,000
Kelsey Creek	Bellevee	1,550,000	2,250,000	850,000												1,550,000
Hills Greenbelt	Bellevee	950,000		860,000												950,000
vs Lk Trail	Bik Diamond	482,906				700,000				250,000		500,000			500,000	482,906
and Landing	Bothel	751,000	20,000	300,650		154,320						250,000			751,000	
Warkside Open Space	Des Moines	650,000	20,000	431,000											650,000	
N. Midway Park	Des Moines	100,000	10,000	200,000		200,000		200,000							100,000	
Des Moines Cr Trail	Des Moines	325,220		50,000											325,220	
Snoqualmie R. Trail	Duval	90,000	10,000	25,220						125,500		175,500			90,000	
Hylebos Park Addition #1	Federal Way	370,500		80,000											370,500	
Hylebos Park Addition #2	Federal Way	1,182,300	7,075	105,121		105,121		105,121		53,061					1,182,300	
Adelaide/Lakota	Federal Way	314,600	22,110	331,654		331,654		331,654		163,027					314,600	
SM 363rd between 12 & 14 SW	Federal Way	382,400	5,000	80,206		80,206		80,206		44,103					382,400	
Spring Valley	Federal Way	1,695,500	7,140	107,215		107,215		107,215		53,607					1,695,500	
Lutherland/Lk Killarney	Federal Way	1,139,450	31,710	475,654		475,654		475,654		237,027					1,139,450	
Camelot Park Addition	Federal Way	255,650	21,230	319,472		319,472		319,472		193,736					255,650	
Cougar Mtn Access	Issaquah	150,000	4,770	71,670		71,670		71,670		35,039					150,000	
Squak/Issaquah Cr Tr	Issaquah	150,000		75,000		75,000		75,000							150,000	
Green R. Corridor	Kent	840,000	75,000	100,000		250,000		50,000		200,000		175,000		40,000	840,000	
Lk Fenwick Tr	Kent	650,000	115,000	150,000		150,000		50,000		115,000		175,000		20,000	650,000	
Juanita Bay Acq	Kirkland	600,000	600,000	150,000		150,000		50,000		115,000		175,000		20,000	600,000	
Totes Lk	Kirkland	250,000	250,000					250,000							250,000	
Houghton Beach Access	Kirkland	300,000	250,000					250,000							300,000	
Narine Park Access	Kirkland	550,000	550,000			225,000		50,000							550,000	
Lake Forest Prk Open Space System	Lk Forest Prk	425,000	425,000			150,000		150,000							425,000	
First Hill Park & Trail	Mercer Island	616,603						100,000							616,603	
Mercerdale	Mercer Island	130,000													130,000	
53rd Pl. Greenbelt	Mercer Island	950,000	130,000							150,000		150,000		150,000	950,000	
Miller Creek	Normandy Park	500,000	500,000												500,000	
Tollgate Farn	North Bend	200,000	200,000	400,000											200,000	
Bear Creek Evans Trail	Redmond	2,150,000	2,150,000	100,000											2,150,000	
River Trail	Renton	2,009,335	220,000	220,000		220,000		220,000		220,000		270,000		232,000	2,009,335	
Creek Trail	Renton	375,000	187,000	100,000				201,000		602,935		1,205,000			375,000	
Brook Trail	Renton	400,000												167,000	400,000	
Lake Wash Waterfront	Renton	150,000						400,000						167,000	150,000	
North Sealac Park	Sealac	2,600,000	50,000	637,500		637,500		637,500		637,500				30,000	2,600,000	
Riverton Hill Greenbelt	Tukwila	145,000						145,000						120,000	145,000	
Duwamish/Green R. Lots	Tukwila	440,000		440,000											440,000	
Nacadian Pond	Tukwila	370,000				370,000									370,000	
Maple Trees	Tukwila	216,000													216,000	
Southgate	Tukwila	29,000								216,000					29,000	
Greenwood	Multi	344,950													344,950	
Clark Lake	Multi	1,053,000	25,000	319,950										25,000	1,053,000	
Interurban Trail	Multi	1,572,000				355,000		355,000		355,000					1,572,000	
Black River Wetland	Multi	324,000		100,736		100,736		100,736		204,464		204,464		204,464	324,000	
Bond Sale Expenses	Multi	49,707		162,000		162,000		162,000		204,464		204,464		204,464	49,707	
Total		34,904,252	0	5,334,707	7,537,955	6,015,564	5,223,236	4,205,399	3,464,964	3,464,964	651,464	204,464	629,736	821,000	34,904,252	

Proposed No.: 89-86~

MOTION NO. 7742

RECEIVED
CITY OF REDMOND
PARKS & RECREATION
MAR 12 1991

A MOTION supporting the Open Space Citizens Advisory Committee's initial allocation of conservation futures levy proceeds to suburban cities for the purpose of providing funding for open space acquisition activities.

WHEREAS, state law grants counties the right to levy a conservation futures levy for the purpose of providing funds for open space acquisition, and

WHEREAS, conservation futures levy revenue is collected by King County, and

WHEREAS, King County Ordinance 8867 established the county's policies regarding distribution of conservation future levy proceeds to incorporated cities, and

WHEREAS, King County Ordinance 9128 appropriated funds for incorporated cities to use for expenses related to open acquisition, such as appraisals, title searches, negotiations, and option purchases, and

WHEREAS, King County Ordinance 9128 called for the Open Space Citizens Committee to review all requests for conservation futures levy proceeds, and

WHEREAS, the Open Space Citizen's Committee has reviewed and approved requests from several cities.

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The King County Council hereby approves the initial allocation of conservation levy proceeds as shown on the attached list.

B. The King County Executive is authorized to enter into and execute contracts and interlocal agreements which may be necessary for the distribution of these funds.

PASSED this 30th day of October, 1989

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:



Clerk of the Council

1989 CONSERVATION FUTURES
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Auburn	Interurban Interpretive Area	\$ 2,250
Bothell	Battram Wetlands	8,000
	Bothell Landing	8,000
DesMoines	Parkside Wetland	14,500
Federal Way	S.W. 363rd St. (10th - 14th S.W.)	7,000
Issaquah	Greenwood Property	18,000
Lake Forest Park	Wurdemann Property	8,800
Mercer Island	Mercerdale Greenbelt	10,000
Redmond	Watershed Access	2,250
Renton	Honey Creek Trail	3,000
	Black River Forest	9,000
	May Creek Trail Head	<u>2,250</u>
		\$ 93,050