

RESOLUTION R-4971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT CONCERNING O. O. DENNY PARK AND A TRANSFER AMENDMENT TO THE O. O. DENNY PARK MANAGEMENT AND MAINTENANCE AGREEMENT.

WHEREAS, On November 6, 2012, Kirkland voters approved Proposition 2: City Parks Maintenance, Restoration and Enhancement Levy ("Levy"), which is projected to raise \$2.35 million annually to fund preservation, maintenance and enhancement of Kirkland's parks and natural areas; and

WHEREAS, the Levy will, among other things, fund the ongoing maintenance of O. O. Denny Park; and

WHEREAS, the Finn Hill Park and Recreation District ("District"), and the City of Kirkland ("City") desire to transfer management of O. O. Denny Park from the District to the City in accordance with the Interlocal Agreement Concerning O. O. Denny Park ("Interlocal Agreement") attached as Exhibit A; and

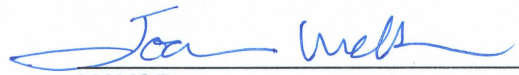
WHEREAS, until a new management and maintenance agreement between the City and the City of Seattle Department of Parks and Recreation ("Seattle Parks") is in place, the City, the District, and Seattle Parks desire to amend the O. O. Denny Park Management and Maintenance Agreement to replace the District with the City as the entity responsible for management and maintenance of O. O. Denny Park from April 1, 2013 through December 31, 2013, in accordance with the Transfer Amendment attached as Exhibit B.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:


Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement with the District substantially similar to that attached as Exhibit "A," and a Transfer Amendment with the City of Seattle and the District substantially similar to that attached as Exhibit "B."

Passed by majority vote of the Kirkland City Council in open meeting this 19th day of March, 2013.

Signed in authentication thereof this 19th day of March, 2013.


MAYOR

Attest:


City Clerk

INTERLOCAL AGREEMENT CONCERNING O. O. DENNY PARK

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 in the Revised Code of Washington, the City of Kirkland (the "City" herein) and Finn Hill Park & Recreation District (the "Park District" herein) enter into this interlocal governmental agreement this ____ day of March, 2013 and agree as follows:

1. Purpose.

1.1 O. O. Denny Park (the "Park" herein) is a public park located along Holmes Point Drive south of Northeast 124th Street. The park property is owned by the City of Seattle, but has been managed by King County and most recently by the Park District.

1.2 With the annexation of the areas around the Park and the recent passage of its park levy, the City desires to assume management of the Park. The City and the Park District have negotiated an agreement with the City of Seattle to transfer management of the Park to the City on April 1, 2013.

1.3 The Park District has collected tax levies to fund its cost of managing the Park and also projects for improvement of the Park. It has funds on hand to pay for the acquisition of children's playground equipment and to construct other improvements to the Park, but all of the improvements the Park District has considered for the Park cannot be completed before April 1, 2013.

1.4 The Park District entered an interlocal agreement with Northshore Utility District ("NUD" herein) dated September 13, 2011 (the "NUD Interlocal Agreement") under which NUD was allowed to construct a gravity flow sewer main through portions of the Park. Under the NUD Interlocal Agreement, NUD agreed to complete certain improvements to the Park. NUD will not be able to complete all of its obligations under the NUD Interlocal Agreement prior to April 1, 2013. By April 1, 2013, NUD may not have received its permanent easement from the City of Seattle for the gravity flow sewer main which is contemplated by the Interlocal Agreement.

1.5 Therefore, it is the purpose of this interlocal governmental agreement to allow for the transfer of management of the daily operation of the Park to the City, to provide a method for completing improvements to the Park to be paid for by the Park District and to assure the fulfillment of the obligations of the NUD and the Park District under the NUD Interlocal Agreement.

2. Agreement with the City of Seattle. The parties will enter an agreement with the City of Seattle to transfer the responsibilities for management of the Park to the City to be effective on April 1, 2013.

3. Completion of Pending Projects. The Park District is in the process of completing three improvements to the Park, namely (1) the acquisition and installation of children's

playground equipment, (2) an ADA compliant access to a picnic area and (3) replacement of certain fixtures and the re-painting of restrooms. Should any of these projects not be completed by April 1, 2013, the City agrees to allow the Park District's commissioners, contractors and volunteers access to the Park to complete the projects and to otherwise cooperate with the Park District in their completion. The children's playground equipment shall be installed in accordance with manufacturer instructions and shall meet National Playground Safety Institute standards.

4. Planned Picnic Shelter. The Board of Commissioners of the Park District is considering installation of an additional picnic shelter at a location within the Park which it has identified to City staff. The City will cooperate with the Park District to facilitate the construction of the picnic shelter at the Park District's expense. The Park District will present City's staff with their proposed design and specifications for the picnic shelter. The Park District and City will cooperate to develop mutually agreed upon plans and specifications for the construction of the picnic shelter. The City will provide staff support to obtain permission for construction of the picnic shelter from the City of Seattle and to comply with the statutory requirements for permitting, public bidding, procurement of equipment and construction of the picnic shelter and, if necessary, to oversee the construction of the picnic shelter and installation of equipment. The District will pay directly or reimburse the City for all approved expenses related to the design and construction of the picnic shelter.

5. Other Improvements to the Park. The Park District may propose to the City other improvements to the Park which it will fund. If the City accepts the District's proposal, the District and the City will cooperate to complete the proposed project. The City shall obtain the approval of the City of Seattle for any improvements to the extent City of Seattle approval is required under the existing Maintenance and Management Agreement between the Park District and the City of Seattle.

6. Northshore Interlocal Agreement. The Park District shall be entitled to reimbursement from NUD for the costs of acquisition and installation of children's playground equipment under Paragraph 12e of the NUD Interlocal Agreement. On behalf of the Park District, the City will coordinate with NUD the completion of NUD's commitment to pave the gravel parking lot pursuant to Section 12a of the NUD Interlocal Agreement and its subsequent commitment to overlay and re-stripe the other parking lot. If the NUD has not received a permanent easement for its gravity sewer lines from the City of Seattle prior to April 1, 2013, the City will assume the District's responsibility under Paragraph 11 of the NUD Interlocal Agreement to assist the NUD in obtaining the easement.

The Park District authorizes the City to direct the NUD on its behalf to correct any defects or complete any restorations as required under Sections 16, 18 and 19 of the NUD Interlocal Agreement. The City agrees to manage the park in compliance with the covenant in Section 11 of the NUD ILA which restricts placement of any buildings or structures within a 20 foot radius of the NUD's manholes.

7. General Provisions.

7.1 This writing constitutes the entire agreement between the parties.

7.2 No partnership is formed by this agreement. The action of each party under this agreement is that party's independent action.

7.3 No separate legal entity is hereby created. No joint oversight or administration board is hereby created.

7.4 No modification or amendment of this agreement shall be valid or effective unless evidenced by a written agreement signed by the parties.

FINN HILL PARK
& RECREATION DISTRICT

CITY OF KIRKLAND

BY: _____
Chairman of the Board of Commissioners

BY: _____
City Manager

By: _____
Secretary of the Board of Commissioners

Transfer Amendment of the
Orian O. Denny Park Management and Maintenance Agreement
Between
The City of Seattle Department of Parks and Recreation
And
The Finn Hill Park and Recreation District
To
The City of Kirkland

This Extension is made and entered into by and between the City of Seattle, operating through its Department of Parks and Recreation, hereinafter referred to as "City", the City of Kirkland and The Finn Hill Park and Recreation District, hereinafter referred to as "FHPRD":

WITNESSETH:

Whereas; The FHPRD has provided maintenance and management services for OO Denny Park under the Maintenance and Management Agreement approved by Seattle City Council and signed by the Mayor per Ordinance 121599 ("Agreement"); and

Whereas, Section 3.2 "Term of Agreement" states that "In the event an additional levy is approved by voters at the expiration of the existing FHPRD levy, then this Agreement may be extended for an additional term equal to the term of the new levy;" and

Whereas, the November 3, 2008 funding extension levy for the FHPRD was approved for an additional five years by voters; and

Whereas, the FHPRD was extended for five years per Paragraph 3.2 of the Agreement through December 31, 2013; and

Whereas, FHPRD has funds available and wishes to use those funds to install a new children's playground in OO Denny Park and City of Seattle has agreed to this installation under FHPRD and/or City of Kirkland management and sole responsibility (ies); and

Whereas, FHPRD was annexed by the City of Kirkland effective June 1, 2011 and the City of Kirkland is willing to take over the management of OO Denny Park through December 31, 2013 pending negotiations between the City of Kirkland and the City of Seattle to create a new Interlocal Agreement for the management of OO Denny Park subject to Seattle City Council and Kirkland City Council approval; and

Whereas, all parties wish to transfer the management of OO Denny Park to the City of Kirkland pursuant to the existing terms and conditions of the Agreement through December 31, 2013; or until such time as a new agreement is approved by the Kirkland City Council and Seattle City Council and signed by the Mayor of Seattle, whichever occurs first;

NOW, THEREFORE, the parties hereto covenant and agree to the transfer of responsibility, effective April 1, 2013, for maintenance and management services under the Agreement from FHPRD to the City of Kirkland as set forth in this Transfer Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names.

The City of Seattle Department Parks and Recreation

By _____
Christopher Williams, Acting Superintendent

Date March ____, 2013

And

The Finn Hill Park and Recreation District

By _____
Rick Smith, Chairman

Date March ____, 2013

By _____
Kristen Lloyd, Secretary

Date March ____, 2013

And

The City of Kirkland

By _____
Kurt Triplet, City Manager

Date March ____, 2013