

RESOLUTION NO R- 3802

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BOTHELL REGARDING JOINT OWNERSHIP OF SOUTH NORWAY HILL PARK


WHEREAS, King County has offered to transfer ownership of the South Norway Hill Park to the Cities of Kirkland and Bothell, and

WHEREAS, the Cities of Kirkland and Bothell wish to accept this transfer of ownership,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland does hereby authorize the City Manager to execute an interlocal agreement with the City of Bothell for the joint ownership of South Norway Hill Park

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 6th day of April, 1993

SIGNED IN AUTHENTICATION THEREOF on the 6th day of April, 1993

  
\_\_\_\_\_  
Mayor

ATTEST

  
\_\_\_\_\_  
City Clerk

## INTERLOCAL AGREEMENT FOR JOINT OWNERSHIP AND USE OF SOUTH NORWAY HILL PARK

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1993, by and between the City of Bothell (hereinafter "Bothell"), a Washington optional municipal code city, and the City of Kirkland (hereinafter "Kirkland"), a Washington optional municipal code city, pursuant to chapter 39 34 RCW, the Interlocal Cooperation Act

### RECITALS

- 1 WHEREAS, King County intends to convey ownership of the South Norway Hill Park to Bothell and Kirkland, in order to maintain and preserve the property for park and open space purposes, and
- 2 WHEREAS, Bothell and Kirkland agree to accept ownership of the property, and
- 3 WHEREAS, Bothell and Kirkland desire to enter into an agreement for joint ownership and use of the park

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows

### I PARK PROPERTY

The subject of this Agreement is the South Norway Hill park (hereinafter the "Property"), located at 150XX 124th Avenue NE, and legally described in Exhibit A, attached hereto, and incorporated herein as if fully set forth

### II OWNERSHIP INTEREST OF THE PARTIES

Bothell and Kirkland agree to accept ownership of the Property from King County, as tenants in common, each party having an undivided one-half interest in the whole

### III DURATION

This Agreement shall endure indefinitely, provided, however, that this Agreement shall terminate if the Property is annexed in its entirety by either of the parties hereto. In the event of annexation, the party not annexing the Property will quit claim its interest in the Property to the annexing party. Upon the delivery of the quit claim deed, this Agreement shall terminate and the annexing party shall be responsible for all maintenance, operation and construction costs, and all liabilities for bodily injury or property damage which may be thereafter asserted. The annexing party shall preserve the property for park or open space purposes. Those ongoing covenants shall survive termination of this Agreement and be binding on both parties, their successors and assigns

### IV USE OF PROPERTY

The parties agree that the use of the Property shall not change, and that the Property shall continue to be used for park, recreation and open space purposes. Neither party may make any alterations, additions, improvements, or place any signs upon the Property without the written consent of the other party. Construction of any alterations, additions or improvements to the Property may be accomplished by the parties pursuant to a written, mutually agreed-upon future development plan

## V MAINTENANCE OF PROPERTY

Necessary maintenance of the Property shall be determined by mutual agreement of the Administrators of this Agreement, provided that any required maintenance costs shall be shared equally, and may be satisfied by monetary payment or in kind services as shall be mutually agreed upon

## VI INSURANCE, INDEMNIFICATION

Both parties shall include the Property on their inventory of property to be insured under their respective public liability, casualty and property damage insurance properties. In the event of a loss arising out of a claim for bodily injury or property damage, each party shall agree to indemnify, defend and save the other party harmless to the extent of the indemnifying party's negligence. Said percentage may be determined by the parties by mutual agreement, or, if the parties are unable to agree, the percentage shall be determined pursuant to any judicial or jury award

## VII ADMINISTRATION OF AGREEMENT

The City Managers of each party shall be authorized to provide for the joint administration of this Agreement

## VIII AMENDMENTS

The terms, conditions, and covenants contained herein shall not be altered or amended unless such alteration or amendment shall be made with the written consent of both parties, and any such alteration or amendment shall be consistent with the purposes of this Agreement

## XI. COVENANTS TO RUN WITH PROPERTY

This Agreement shall be recorded in the records of the King County Auditor, and all of the terms, conditions, restrictions, and covenants contained herein shall be binding upon the parties and all other successors in interest to the Property, and shall be permanent terms, conditions, restrictions, covenants, servitudes, and easements running with and perpetually binding the Property

## X SEVERABILITY

If any section or provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as though such section or provision had not been included in it, and the remainder of this Agreement shall be enforced as the expression of the parties' intentions. If any section or provision of this Agreement is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail

## XI VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action in law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in King County Superior Court

**XII ENTIRE AGREEMENT**

This Agreement embodies the whole agreement between the parties There are no promises, terms, conditions, or obligations other than those contained herein

**XII EFFECTIVE DATE**

This Agreement shall become effective following the occurrence of the following actions

- 1 Approval of the Agreement by the official action of the governing bodies of each of the parties hereto,
- 2 Signing of the Agreement by the duly authorized representative of each of the parties hereto,
- 3 Filing of a copy of this Agreement with the following public officials,
  - a The City Clerks of the party Cities,
  - b The King County Auditor, and
  - c The Secretary of State

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

**CITY OF KIRKLAND**

**CITY OF BOTHELL**

\_\_\_\_\_  
Terrence L Ellis, City Manager

\_\_\_\_\_  
Anne Pflug, City Manager

**ATTEST/AUTHENTICATED**

**ATTEST/AUTHENTICATED**

\_\_\_\_\_  
Janice Perry, City Clerk

\_\_\_\_\_  
Terry Briscoe, City Clerk

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

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

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

