

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. 605**

**A RESOLUTION authorizing the Mayor to execute an Intergovernmental Land Transfer Agreement Between Yakima County and the City of Union Gap for the ownership of the Yakima County Youth Park.**

**WHEREAS**, the Parks Board and a Council Subcommittee for the City of Union Gap have reviewed this matter; and

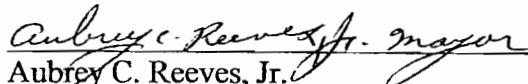
**WHEREAS**, the City Council for the City of Union Gap support transfer of the Yakima County Youth Park from Yakima County to the City; and

**WHEREAS**, at the Council Meeting of January 23, 2006, the City Council authorized the Mayor to negotiate the terms of a final agreement with Yakima County, which agreement is attached and entitled "Intergovernmental Land Transfer Agreement Between Yakima County and the City of Union Gap";

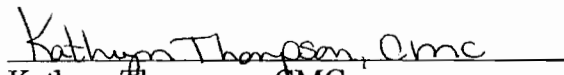
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to execute the attached Intergovernmental Land Transfer Agreement Between Yakima County and the City of Union Gap.

**PASSED** this 27<sup>th</sup> day of February 2006.

  
Aubrey C. Reeves, Jr.  
Mayor

ATTEST:

  
Kathryn Thompson, CMC  
City Clerk

## **Intergovernmental Land Transfer Agreement Between Yakima County and the City of Union Gap**

Relating to the Ownership, Operation and Maintenance of the Youth Activities Park

This Agreement is made and entered into this day by and between the City of Union Gap, hereinafter called the "City", and Yakima County, hereinafter called the "County".

WHEREAS, the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property; and

WHEREAS, the County, under the authority of RCW 36.89.050, Yakima County Code Title 11, and other federal, state and county laws, has acquired and developed a park known as the "Youth Activities Park", hereinafter called the "Property" legally described in Exhibit A; and,

WHEREAS, due to annexations which have occurred since the County acquired the property, the Youth Activities Park is now entirely within the City of Union Gap; and,

WHEREAS, the County has acquired certain appliances and equipment necessary for the operation and maintenance of the Park; and,

WHEREAS, the County has budgeted \$50,000.00 for the operation and maintenance of the Park through June 30, 2006; and,

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for the Youth Activities Park; and,

WHEREAS, the County is legally restricted from converting the Youth Activities Park from its current use without expending funds to replace converted park property; and

WHEREAS, given the legal restrictions regarding conversion of the Youth Activities Park property, the marketability of the property is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and,

WHEREAS, the City has indicated a willingness to take ownership of the Youth Activities Park and to continue to operate and maintain the facility for the recreational benefit of the community, including both City and County residents; 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, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

## **1. Conveyance of Title**

**1.1** Within thirty (30) days of execution of the Agreement, Yakima County shall convey to the City by deed all its ownership interest in the Youth Activities Park, which is described more fully in Exhibit A.

**1.2** The City has reviewed the Project Agreements for Project No. 77-009D, Amendment No. 77-009D.1, and Project No. 00-1654D between Yakima County and the Washington State Interagency Committee for Outdoor Recreation (IAC) for funding for the development of the Property and agrees that it shall execute an amendment to the Project Agreements that substitute the City for the County as the “Contracting Party” in the Project Agreements so that the City shall become the “Project Sponsor”. The City shall execute these amendments within fifteen (15) days of execution of the Agreement.

**1.3** All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

“The City covenants that the Property shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes.”

“The City further covenants that it will not limit or restrict access to and use of the property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.”

“The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.”

**1.4** The Deed shall contain statement that the County transfers any existing water rights claims of the Property to the City.

## **2. Existing Restrictions, Agreements, Contracts or Permits**

**2.1** The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

### **3. Conditions of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements and Recreation Services**

**3.1** The City has inspected and knows the condition of the Property and agrees to accept the Property in “AS IS” condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at the Property. In exchange for the City to accept the Property in an “AS IS” condition, the County will transfer all appliances and equipment that are currently assigned to the Property as listed in Exhibit B. The value of Exhibit B will serve as the County’s contribution to the City for costs to bring the Property to maintainable standard.

**3.2** The County does not make any warranties, and specifically disclaims any warranties, express or implied, including any warrant of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of Yakima County is authorized otherwise.

**3.3** The City acknowledges and agrees that except as indicated in paragraph 3.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

**3.4** If the City accepts the Property prior to March 30, 2006, the County will turn over to the City any remaining balance of the \$50,000 budgeted to fund the first six months of 2006 for operation and maintenance of the Property. These funds once received by the City will be used exclusively for operation and maintenance of the Property. This amount will be at a rate of \$277 per day from the time of acceptance of the Property until June 30, 2006. If the City is unable to accept the Property prior to March 30, 2006, this offer by the County is withdrawn and no funds will be transferred to the City. This does not in any way rescind the City’s rights to take over the Property after March 30, 2006.

### **4. Environmental Liability**

**4.1** “Hazardous Materials” as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

**4.2** Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City may have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County’s period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.

**4.3** If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County, it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided, the City shall make their best effort to reach agreement as to which party responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein, it shall be prohibited from bringing a statutory claim for contribution against the County.

**4.4** In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

## **5. Indemnification and Hold Harmless**

**5.1** The County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of the County, its officers, agents and employees, in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City, or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgment is rendered against the City and its elected officials, officers, agents and employees or jointly against the City and the County and their respected elected officials, officers, agents and employees, the County shall satisfy the same.

**5.2** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. In any cause, claim, suit or action or administrative proceeding is commenced in which the enforceability and/or validity of such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

**5.3** The City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City or its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, or

Yakima County and the City, the City shall defend the same at its sole cost and expense and, if final judgment is rendered against the County and the City and their respective officers, agents and employees, the City shall satisfy the same.

**5.4** Each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the Property.

**5.5** Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiations, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

## **6. Audits and Inspections**

**6.1** Until December 31, 2011, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged 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**

**7.1** Waiver of any breach of any term or condition of the 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**

**8.1** This Intergovernmental Agreement and its Exhibits sets forth the entire agreement of 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 a part of this contract as though fully set forth herein.

## **9. Duration and Authority**

**9.1** This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance and shall continue in force unless both parties mutually consent in writing to termination.

## **10. Notice**

10.1 Any notice provided for herein shall be sent to the respective parties at:

Yakima County

Board of County Commissioners  
Courthouse 4<sup>th</sup> Floor  
128 North 2nd Street  
Yakima, WA 98901

City of Union Gap

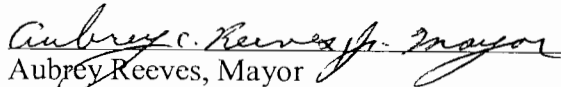
Office of the Mayor  
City of Union Gap  
102 West Ahtanum Road  
Union Gap, WA 98903

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Yakima County**

**City of Union Gap**

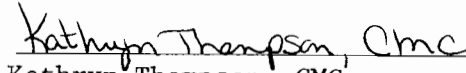
  
\_\_\_\_\_  
Jesse S. Palacios, Chairman

  
\_\_\_\_\_  
Aubrey Reeves, Mayor

  
\_\_\_\_\_  
Michael D. Leita, Commissioner

ATTEST:


  
\_\_\_\_\_  
Ronald F. Gamache, Commissioner  
*Constituting the Board of County Commissioners  
For Yakima County, Washington*

  
\_\_\_\_\_  
Kathryn Thompson, CMC  
City Clerk

3/21/06  
\_\_\_\_\_  
Date

Attest: Jennifer Adams      Jennifer Adams  
Deputy Clerk of the Board



  
\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

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

## Exhibit A

### **Youth Activities Park Union Gap, Washington Legal Property Description**

Beginning at a point in center of county road as it existed on July 27, 1961 which is North 89°33' East a distance of 334.24 feet from the West Quarter corner of Section 1, Township 12 North, Range 18 East, WM; thence South 2°38' West a distance of 1,936.32 feet; thence North 88°47' East a distance of 1,928.48 feet; thence North 0° 19' East a distance of 1,295.45 feet; thence North 76°35' West a distance of 1,012.37 feet; thence North 20°52' West a distance of 401.68 feet; thence South 83°30' West a distance of 63.65 feet along the centerline of the county road; thence South 89°33' West along the centerline of the county road a distance of 655.19 feet, more or less to the point of the beginning. EXCEPT that portion dedicated for right-of-way for Lower Ahtanum Road in the plat entitled "Yakima Farm Labor Camp" in the Book "S" of Plats, page 45, records of Yakima County, Washington.  
(Parcel Number 181201-32400)

\*\*\*\* ASSESSOR INFORMATION \*\*\*\*

---

Tax Lot Number: 18120132400

Mailing Information:

YAKIMA COUNTY PUBLIC WORKS  
2ND & B STR  
YAKIMA, Washington 98901

Property Address: AHTANUM RD/11TH AV

Effective Date: 01/01/1980

Assessor Tax Lot Size: 74.17 Acre(s)

Assessed Land Value: \$646150.00

Assessed Improvement Value: \$661100.00

New Construction Value: \$0.00

Current Use Land Value: \$0.00

Current Improvement Value: \$0.00

Land Use Code: 76 Park

TCA: 308

Tax Year: 2006

Narrative Description:

YAKIMA FARM LABOR CAMP LOTS 1 THRU 21  
VAC VOL 966 PG 557

Sale Information:

Residential Characteristics:

Quality: FAIR

Year Built: 1940

Effective Year: 1967

Stories: 1.0

Main: 1261 Square Feet

Upper: Square Feet

Basement: Square Feet

Finished Basement: Square Feet

Basement Garage:

Bedrooms: 3

Full Bath: 1

Quarter Bath:

Half Bath: 1

Attached Garage:

Built-In Garage:

Carport: Square Feet

YOUTH ACTIVITIES PARK INVENTORY

10-Feb-06

Asset #	Description	Location	Owner	Date Acquired	Original Cost	Current Value Est.
<b>APPLIANCES</b>						
6801	GE Refrigerator	Office	Parks	1/1/1975	\$340.13	25
6802	Hotpoint Refrigerator	Youth Barn	Parks	1/1/1995	\$718.01	100
6803	Roper Range	Activities Building	Parks	1/1/1995	\$615.44	100
6823	Hotpoint Washer	Youth Barn	Parks	1/1/1985	\$604.37	50
6825	Hotpoint Refrigerator	Youth Barn	Parks	1/1/1996	\$723.75	150
6827	Kenmore Range	Shop	Parks	1/1/1990	\$611.08	75
6830	Hotpoint Refrigerator	Residence	Parks	10/10/2000	\$496.34	200
6831	Magic Chef Range	Shop	Parks	No record	No record	25
8525	Hotpoint Refrigerator	Activities Building	Parks	6/11/2003	\$571.87	150
8526	Hotpoint Refrigerator	Activities Building	Parks	6/11/2003	\$581.87	250
8527	Hotpoint Range	Youth Barn	Parks	6/11/2003	\$376.57	200
<b>FLOOR MAINTENANCE EQUIPMENT</b>						
4719	Advance wet/dry Vacuum	Activities Building	Parks	12/19/2001	\$916.93	300
6806	Advance wet/dry Vacuum	Activities Building	Parks	1/1/1990	\$1,151.28	250
6807	Clark Floor Scrubber	Youth Barn	Parks	1/1/1985	\$1,410.21	200
6824	Advance wet/dry Vacuum	Youth Barn	Parks	1/1/1996	\$516.97	150
<b>TURF MAINTENANCE EQUIPMENT</b>						
2969	Befco 15' Mower	Storage Building	Parks	1/1/1996	\$9,852.93	\$3,000
2899	John Deere F-935 6' mower parts	Shop	Parks	1/1/1993	\$10,774.81	\$500
90072	John Deere F-935 6' mower	Shop	Parks	4/12/1996	\$12,709.07	\$2,000
90073	John Deere F-935 6' mower	Shop	Parks	4/12/1996	\$12,709.06	\$2,000
4120008	Sod Cutter	Shop	Parks	1/29/1997	\$224.35	\$200
5102090223	John Deere Rear Mounted mower	Shop	Parks	1/1/1985	\$2,079.23	\$500
2891	1194 Case Tractor & Loader	Shop	Parks	2/1/1984	\$14,749.00	\$4,000
<b>MISCELLANEOUS</b>						
93012	Cushman utility vehicle	Office Garage	Parks	4/4/1995	\$5,962.68	\$1,500
5102090244	175 Picnic Tables	Youth Activities Park	Parks	various	various	\$8,750
90210	John Deere Snow Thrower	Shop	Parks	12/21/1998	\$646.32	\$500
<b>Total</b>						<b>\$25,175</b>