

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
KING COUNTY AND THE CITY OF REDMOND
FOR THE MAINTENANCE OF THE
REDMOND TRANSIT CENTER
February 14, 2007**

This MEMORANDUM OF AGREEMENT, dated this 21st day of March, 2007, is made by and between KING COUNTY (hereinafter referred to as the "County") and the City of Redmond (hereinafter referred to as the "City") and as may be referred to individually as "Party" and collectively as "Parties".

1. RECITALS

WHEREAS, pursuant to Chapters 36.56 and 35.58 RCW and public vote, the County is authorized to perform the metropolitan municipal corporation public transportation functions; and

WHEREAS, the County, as provider of transportation services within King County, desires to establish a transit center in the City of Redmond to better serve the community and to foster connections between regional and local services. The County's *Six-Year Transit Development Plan* includes establishment of a transit hub in Redmond to provide bus bay capacity to support King County Metro service; and

WHEREAS, the City is an optional municipal code city organized under Chapter 35A RCW and has all powers necessary to supply municipal services commonly or conveniently rendered by cities and towns. In addition, the City is responsible for administering state and local land use laws and development regulations that will apply to the development of the Transit Center as defined herein; and

WHEREAS, on June 15, 2004, the City Council adopted Resolution 1188 supporting development of the Transit Center comprised of bus zones located on NE 83rd Street between 161st Ave NE and 164th Ave NE and new bus-only layover parking located on underdeveloped land owned by the County abutting the north side of NE 83rd Street east of 161st Ave as shown in Exhibit A; and

WHEREAS, the Parties have worked cooperatively in the development of the Transit and recognize the need to collaborate to maintain the Transit Center; and

WHEREAS, the City and the County desire to set forth their respective roles and obligations in the design, permitting, construction, funding, operation and maintenance of the said improvements; and

WHEREAS, Ch. 39.34 RCW authorizes the City and County to enter into agreements to jointly or cooperatively exercise their powers,

NOW THEREFORE, in consideration of these recitals and the mutual covenants herein, it is mutually agreed by and between the Parties as follows:

2. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions by which the Parties will work cooperatively to maintain the Transit Center and adjacent public facilities.

3. DURATION

3.1 Execution

This Agreement shall be executed upon approval by the legislative authority of each party and shall be filed in the King County Records Center.

3.2 Effective Date

This Agreement shall take effect upon final construction acceptance and shall remain in effect until terminated by either party in accordance with this Agreement or until such time as operation of the Transit Center is discontinued by the County at this location.

4. DEFINITIONS

For purposes of the Agreement, the terms used shall have the meanings set forth below:

4.1 City – The City of Redmond, Washington, a municipal corporation

4.2 City Council – The Council of the City of Redmond

4.3 City Project Manager – the individual(s) assigned by the City to carry out the responsibilities of the City under this Agreement

4.4 County – King County, a home rule charter County of the State of Washington

4.5 County Project Manager – the individual(s) assigned by the County to carry out the responsibilities of the County under this Agreement

4.6 Director – King County Director, Department of Transportation

4.7 Graffiti – Defacing painted and finished surfaces with markers and paint and does not refer to the etching, scratching or marring of other surfaces including glass, stainless steel or other unfinished/unpainted metal surfaces

4.8 Mayor – The Mayor for the City of Redmond

4.9 Offensive Graffiti – Graffiti that is racially or ethnically derogatory, words considered profane or socially unacceptable or pictures/drawings of an obscene nature

4.10 Transit Center - Transit related improvements on County property and portions of City property and road right of way including six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; bicycle parking; and transit passenger amenities located along and adjacent to NE 83rd Street between 161st Avenue NE and 164th Avenue NE

5. MAINTENANCE RESPONSIBILITIES

5.1 Shared Maintenance

The County and the City shall maintain the Transit Center and adjacent public facilities as identified and set forth below.

5.2 Routine Maintenance

Routine maintenance includes: emptying litter receptacles; graffiti removal; picking up, sweeping or otherwise removing loose debris from pavement surfaces; washing structures and pavement surfaces of ground in dirt/debris; repairing and/or replacing damaged and/or failing elements; and snow/ice prevention and/or removal. The County reserves the right to remove or alter glass surfaces or other elements that are repeatedly broken.

5.3 Emergency Maintenance

Emergency maintenance includes repairs and/or replacement to elements due to vandalism and/or other damage not attributable to normal wear.

5.4 Refurbishment

Refurbishment includes repair and/or replacement of elements in accordance with each agency's capital replacement program.

5.5 County's Responsibilities

5.5.1 Items Maintained by County

The County agrees that it shall provide the type of maintenance of the following items as identified below:

- A. Routine and emergency maintenance and refurbishment of structures, facilities and systems on the County's parcel north of NE 83rd Street

including, the mid-block pedestrian corridor located on the County's parcel;
and

- B. Routine and emergency maintenance and refurbishment of pavement, structures and facilities on the comfort station island located within the NE 83rd Street Right-of-Way; and
- C. Routine and emergency maintenance and refurbishment of transit customer shelters and appurtenances within NE 83rd Street Rights-of-Way or on The Edge Skate Park parcel including, litter receptacles, footings and signage; and
- D. Routine and emergency maintenance and refurbishment of lighting systems, if any, within the shelters, comfort station building and landscaping on the comfort station island; and
- E. Routine maintenance only of sidewalk pavement located within NE 83rd Street Right-of-Way and immediately adjacent to the County's parcel south of NE 83rd Street and on County-owned property abutting the south limits of NE 83rd Street.

5.5.2 County Maintenance Frequencies

The County agrees it shall provide maintenance at the Transit Center at frequencies that are applicable for a transit center of similar size, type and level of transit bus service. Similar transit centers currently include Renton and Kirkland, though these facilities may not be considered similar in the future. Maintenance frequencies are as identified in Exhibit B and will be evaluated annually for adjustment based on need and funding availability. The County reserves the right to remove or alter glass surfaces or other elements that are repeatedly broken.

5.6 City's Responsibilities

5.6.1 Items Maintained by City

The City agrees that it shall provide the type of maintenance of the following items as identified below:

- A. Routine and emergency maintenance and refurbishment of NE 83rd Street roadway; and
- B. Routine and emergency maintenance and refurbishment of NE 83rd Street utilities including, storm drainage, water, sanitary sewer; and
- C. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor sidewalks, landscape irrigation, sidewalk and roadway area lighting, pedestrian level lighting, structures and facilities, except the type of maintenance for the areas described above; and
- D. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor landscaping including, street trees; and

- E. Routine and emergency maintenance and refurbishment of landscaping and irrigation on The Edge Skate Park parcel and along the park frontage of NE 83rd Street; and
- F. Routine and emergency maintenance and refurbishment of NE 83rd Street corridor signage including, traffic control signs, corridor wayfinding signs; and
- G. Routine and emergency maintenance and refurbishment of improvements constructed at the intersection of NE 83rd Street/164th Ave NE.

5.6.2 City Maintenance Frequencies

The City agrees it shall provide maintenance at frequencies that are applicable for such items or at the maintenance frequencies identified in Exhibit B, whichever is more stringent. Maintenance frequencies will be evaluated annually for adjustment based on need and funding availability.

5.7 Unidentified Maintenance Items

Maintenance of items not specifically identified herein shall be the responsibility of the party on whose property the improvement is located. If the item is part of a system, then the operator of the system shall be responsible for routine and emergency maintenance and refurbishment of the system.

6. LEGAL RELATIONS

6.1 Parties Benefit

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint ventures or partnership is formed as a result of this Agreement. No employees or agents of the County or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the City.

6.2 Defense, Indemnification and Hold Harmless

Each party hereto agrees to defend, indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, loss, damages, costs and liability of any kind whatsoever) which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying party, its contractors, employees, agents or representatives in performing its obligations under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the parties and their respective contractors, employees, agents, or representatives, each party's obligation hereunder applies only to the extent of the negligence of such party or

its contractor, employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other and for that purpose specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party. In the event a permit, license, or contract related to the Transit Center shall contain an indemnity or hold harmless provision, this section shall supersede such provision and shall control any indemnity issue between the City and the County. The provisions of this section shall survive the expiration or termination of this Agreement.

6.3 Excuse From Performance

Each party shall be excused from performance of any responsibilities and obligations under this Agreement for causes not under its control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

6.4 Failure by Either Party

Performance by one party shall not be construed as a waiver of the party's rights or remedies against the other. Failure by either party at any time to require full and timely performance of any provision of this Agreement shall not waive or reduce the party's right to insist upon complete and timely performance of such provisions thereafter.

6.5 Rights and Remedies

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington in effect on the execution date of this Agreement. Each party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

6.6 Complete Terms

This document is the complete expression of the terms agreed to by the Parties. Any oral or written representation or understandings not incorporated herein are excluded.

7. NOTICE

7.1 Notice to County

All notices to the County required under the terms of this Agreement, unless otherwise specified herein or as may be amended, shall be given in writing and addressed as follows:

King County Department of Transportation
201 South Jackson Street, M.S. KSC-TR-0426
Seattle, Washington 98104-3856
ATTN: Manager of Service Development, Transit Division

7.2 Notice to City

All notices to the City required under the terms of this Agreement, unless otherwise specified herein or as may be amended, shall be given in writing and addressed as follows:

City of Redmond
Public Works Department
PO Box 97010, MS 4NPW
Redmond, Washington
ATTN: Director, Public Works Department

9. TERMINATION

9.1 Termination By the City After Construction Acceptance

Following final acceptance of the construction of the Transit Center, the City may terminate this Agreement: for its convenience and without cause by providing the County with three years advance notice in writing. If the City terminates the Agreement under this subsection the parties will make every reasonable effort to continue operation of the Transit Center. If termination of the Agreement by the City under this subsection results in the Transit Center ceasing operation, the City shall pay to the County all of the costs the County incurred to design and construct the Transit Center, not including the cost of land. Said amount due shall be reduced by a depreciation factor for each year of operation prior to the effective date of termination, assuming straight-line depreciation over a 20 year useful life

9.2 Termination for Default

Either Party may terminate this Agreement for default in the event the other Party materially breaches this Agreement. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other Party setting forth the manner in which said Party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice; provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.

9.3 Termination for Funding

If insufficient funds are appropriated for the County to perform its maintenance or other obligations under this Agreement for a given calendar year, the County shall inform the City and the parties shall meet as soon as possible to discuss modifications in said obligations which would enable operation and maintenance of the Transit Center to continue within the appropriated amount for the coming year. Should the parties be unable to reach agreement on such modifications, the County reserves the right to terminate this Agreement by providing written notice to the City at least thirty days in advance. Such right to terminate shall be in addition to the County's rights to discontinue operations at this location and to terminate for default. In accordance with KCC 4.04.040(B)(6), nothing in this Agreement shall be construed to require the County to incur maintenance or other expenses beyond the amount appropriated for a given calendar year.

10. DISPUTE RESOLUTION

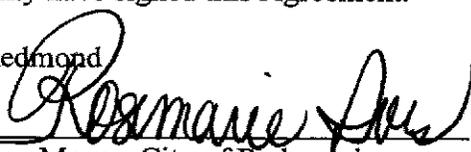
The Parties agree to make their best efforts to resolve disputes and other matters arising out of the operation and maintenance of the Transit Center or the ongoing administration of the right-to-use the Transit Center. If the City Project Manager and the County Project Manager cannot resolve an issue, either party may invoke a formal conflict resolution process.

11. SEVERABILITY

If a court of competent jurisdiction holds any provisions of this Agreement invalid, the remainder of this Agreement shall not be affected if such remainder would continue to serve the purposes and objectives originally contemplated.

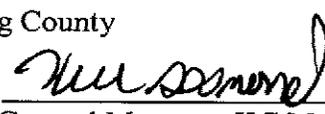
IN WITNESS WHEREOF, the duly authorized representatives of the City and the County have signed this Agreement.

of Redmond

By: 

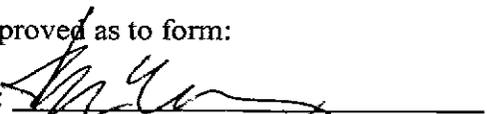
Mayor, City of Redmond
Rosemarie Ives

King County

By: 

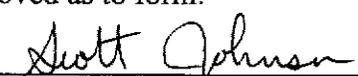
General Manager, KC Metro Transit
Kevin Desmond

Approved as to form:

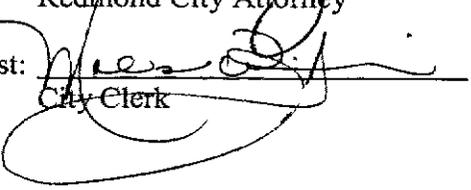
By: 

Redmond City Attorney

Approved as to form:

By: 

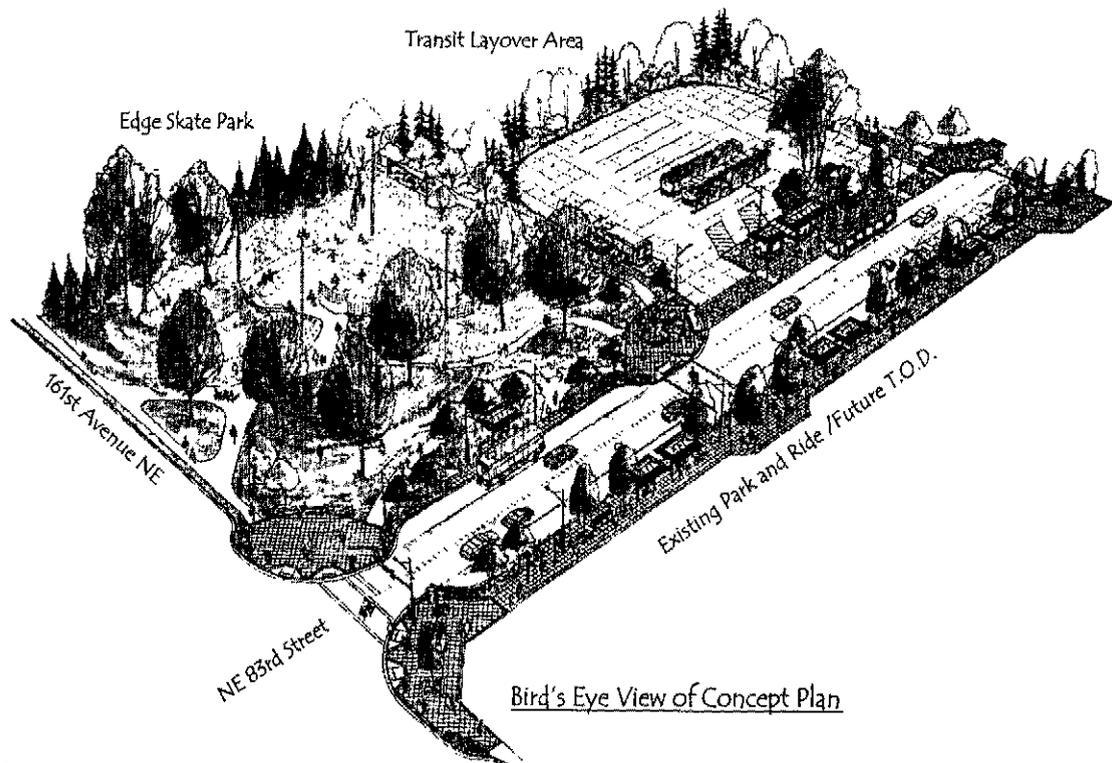
King County Prosecuting Attorney

Attest: 

City Clerk

EXHIBIT A

**REDMOND TRANSIT CENTER
Schematic Site Plan**



Bird's Eye View of Concept Plan



DOWNTOWN REDMOND TRANSIT CENTER

Preliminary Concept Study April 26, 2004

KPG

EXHIBIT B

REDMOND TRANSIT CENTER Schedule of Maintenance

ROUTINE MAINTENANCE

| | |
|--|--|
| Empty Litter Receptacles | 5 times each week |
| Sweeping and/or Loose Litter Removal | 5 times each week |
| Pressure Washing | 2 times each week |
| Non-offensive Graffiti Removal | Within 48 hours of notification |
| Snow/Ice Prevention and/or Removal | As deemed necessary by responsible Party |
| Preventative Maintenance on Building Systems | Quarterly & annually, as required |

EMERGENCY MAINTENANCE

| | |
|--|---------------------------------|
| Removal of Broken Glass | Within 24 hours of notification |
| Repair of broken locks, clogged drains, etc. | Within 24 hours of notification |
| Unsanitary conditions | As deemed necessary |
| Offensive Graffiti Removal | Within 24 hours of notification |

REFURBISHMENT

Refer to paragraph 5.4