

FIFTH AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF REDMOND FOR DEVELOPMENT OF
REDMOND WATERSHED TRAILS

RECITALS

- A. On November 7, 1989, King County voters approved the issuance of bonds to finance the acquisition, construction, development, and improvement of public green spaces, greenbelts, open space, parks, and trails, together with an excess property tax levy to pay the principal and interest on such bonds, all as authorized and placed on the ballot by King County Ordinance No. 9071 (“Ordinance 9071”). This ballot proposition included One-Million-Five-Hundred-Eighty-Four-Thousand Dollars (\$1,584,000) dedicated to develop a project commonly referred to as the Redmond Watershed Trails.
- B. Ordinance 9071 provides that, as a condition of the use of bond proceeds for trail system projects, the RWT must remain in passive recreational use by the general public in perpetuity, except that up to eighty (80) acres may be devoted by City to future active recreational use, such as athletic fields, or to passive use.
- C. Ordinance 9071 provides further that administration of the RWT Project and the maintenance of the developed trail system shall be the responsibility of King County until such time as the Redmond Watershed has contiguous boundaries with Redmond or some other city. The boundary of the City of Redmond is not yet contiguous with the Redmond Watershed and therefore King County is still has responsibility for maintenance of the trail system in the Redmond Watershed.
- D. City and County executed the Interlocal Cooperation Agreement Between King County and City of Redmond – Open Space Acquisition Projects (hereinafter the “Open Space Agreement”), which provides that joint projects between County and City shall require the further agreement of both parties concerning the responsibilities of each.
- E. Pursuant to Ordinance 9071 and the Open Space Agreement, City and County entered into an Interlocal Cooperation Agreement for Development of the Redmond Watershed Trails (“1992 Agreement”) on November 10, 1992 to establish RWT design, construction and maintenance cost-sharing parameters, in which City granted to County a recreational trail easement and a conservation easement in the RWT which were incorporated into the 1992 Agreement as Exhibit C and Exhibit D, respectively. Section 5 of the 1992 Agreement provided that Redmond shall assume the obligation to maintain, operate, and administer the recreational trail and support system upon completion of construction provided that King County pays Redmond’s cost of maintenance, operation, and administration of the trail system in the amount of \$30,000 per year. All of the bond proceeds were expended for design, development, and construction of the trail system and associated support facilities including parking, restrooms, and utilities, and no bond proceeds remain. The 1992 Agreement provided further that the parties shall negotiate an agreement for Redmond’s maintenance, operation, and administration of the recreational trail and support system, including providing for King County’s payment to Redmond of amounts to be used by Redmond for maintenance, operation and administration of the trial, for each succeeding five year period beginning on or after January 1, 1999.

- F. In 2001, the 1992 Agreement was amended to reduce County's annual contribution from \$30,000 to \$20,000 to City for the years 2002 to 2004, to more accurately reflect RWT maintenance, operation, and administration costs. The 2001 amendment also provided for a proportional reduction in County's annual contribution to City in the event that new regional connecting trails were developed outside the RWT.
- G. In 2005, the 1992 Agreement was amended to extend the term through the end of 2009. The 1992 Agreement was amended a third time in 2010 to extend the term and reduce County's annual contribution to \$6,200 (from \$20,000), recognizing County's addition of approximately three (3) miles of new regional connecting trail through the Trilogy neighborhood of Redmond Ridge and therefore a reduction in the amount of regional trails in the Redmond Watershed. In 2015, the 1992 Agreement was amended a fourth time extending the term through 2019.
- I. In accordance with Ordinance 9071, and pursuant to Section 5.B. of the 1992 Agreement, the parties desire to provide for County's ongoing maintenance contribution to support RWT maintenance for the five year period of 2020-2024 by amending the Agreement as provided below.

NOW, THEREFORE, THE CITY OF REDMOND AND KING COUNTY agree as follows:

- 1. Maintenance. The entirety of Paragraph 5 of the Agreement, and all subsequent Amendment to the Agreement are hereby amended to read as follows:
 - 5. Redmond's Obligation to Maintain, Operate and Administer
 - A. King County Ordinance No. 9071 obligates King County to maintain, operate and administer the recreational trail and support system until such time as the Redmond Watershed Property has contiguous boundaries with Redmond or some other city. King County has requested that this obligation shall cease if ownership of the Redmond Watershed property is altered in any way. King County has also requested that Redmond assume the obligation to maintain, operate, and administer the recreational trail and support system upon completion of construction. Redmond hereby agrees to these requests. King County's maintenance, operation, and administration obligations shall cease if ownership of the Redmond Watershed property is altered in any way. Redmond shall also assume sole responsibility for the maintenance, operation, and administration of the recreational trail and support system upon completion of construction.
 - 1. King County's Annual Contribution. County shall remit to City an annual payment which funds shall be utilized by City exclusively to pay for operation, maintenance, and administration of recreational trails in the RWT. During the first year of the Term, County shall remit to City an amount not to exceed Seven-Thousand-Four (\$7,004) Dollars. In subsequent term years, County's annual remittance to City shall be equal to the first year remittance adjusted by *the lesser of*: (a) the Bureau of Labor Statistics' published consumer price index for all urban consumers (CPI-U), Seattle-Tacoma-Bremerton Annual Average, all items, index base period 1982-1984 = 100, and starting from February 2019, without reference to seasonal adjustments, or (b) three (3%) percent. If the

Bureau adopts a different base period for this index, then the parties shall use that base period. Nothing in this Agreement obligates, or shall be deemed to obligate County to provide any additional funding beyond the amount specified in this Section.

2. Timing of Payment. County shall remit to City annually, up to the amount specified in this Section. City shall invoice County in writing. Unless County disputes City's invoice, the Division shall pay such invoice within forty-five (45) days of receipt.
 3. Reduction of County's Contribution. If County should relocate the East–West regional connecting trails to a new location outside the Redmond Watershed Property, the annual payment amount shall be reduced in proportion to the reduction in the number of trail miles within the Redmond Watershed Property serving as regional connecting trails in the County Regional Trail System. The reduction in the annual payment amount shall be prorated to reflect the date that a new East-West regional connecting trail is opened to the public.
 4. Subsequent Agreement. The parties shall meet by May 31 of the final year of the term to negotiate for the City's continued maintenance, operation, and administration of the recreational trails in the Redmond Watershed Property for a five (5) year period commencing January 1, 2020.
- B. In the event that the parties cannot reach agreement by the date specified in Paragraph 5.A.4, the parties shall submit the matter to binding arbitration as provided in this Paragraph. The matter shall be arbitrated by a panel of three (3) impartial arbitrators according to the rules of the American Arbitration Association. Each party shall select one member of the arbitration panel and the two arbitrators so chosen shall select the third member. Each member of the panel shall have expertise in park maintenance, administration, and operation. The task of the arbitration panel shall be to determine the cost of maintaining, administering, and operating the King County Regional Connecting trail and support systems constructed under the approved master plan to the standards then applicable to comparable trails and recreational uses in unincorporated King County for the five-year period beginning January 1, 2020. The decision of the arbitration panel shall be final and binding upon the parties and the amounts so determined shall be the amounts to be paid by King County to Redmond for the period indicated. Each party shall be solely responsible for compensation of the arbitrator selected by it, and the remaining costs of the arbitration, including, but not limited to, the compensation of the third arbitrator, shall be split equally between the parties.
- C. The process set forth in subparagraph 5.A.4 above shall be followed for each succeeding five-year period, provided that King County may terminate the obligation to pay maintenance, operation, and administration costs for the trail and support systems at such time as the Redmond Watershed Property has contiguous boundaries with the remainder of Redmond, if King County determines, through its normal legislative process, that termination is in the interest of county citizens.
- D. Redmond shall use all monies paid under this paragraph for operation, maintenance, and administration of the recreational trail and support system.

2. Notices. Subparagraph 11 of the Agreement is hereby amended to read as follows:

11. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

If to City:

Meg Angevine, Parks Operation Supervisor
City of Redmond
MS: MOCPK
PO Box 97010
Redmond, WA 98073-9710

If to County:

John Villapudua, Contracts Manager
Parks and Recreation Division
201 S. Jackson Street
KSC-NR-0700
Seattle, WA 98104

3. Effect of Amendment. Except as expressly modified by this instrument, all terms and conditions of the Agreement, the first Amendment, the second Amendment, the third Amendment, and the fourth Amendment to the Agreement remain in full force and effect.

CITY OF REDMOND

KING COUNTY

Angela Birney, Mayor

Warren Jimenez, Director
Parks and Recreation Division

Date

Date

ATTEST/AUTHENTICATED

Cheryl Xanthos, City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO FORM:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

James E. Haney, City Attorney

Kimberly Frederick, Prosecuting Attorney