



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Committee of the Whole

*Councilmembers: Kathy Lambert, Chair; Rod Dembowski, Vice Chair;
Claudia Balducci, Reagan Dunn, Larry Gossett, Jeanne Kohl-Welles, Joe McDermott,
Dave Upthegrove, Pete von Reichbauer*

*Staff: Patrick Hamacher, Lead Staff (206-477-0880)
Marka Steadman, Committee Assistant (206-477-0887)*

9:30 AM

Wednesday, September 7, 2016

Room 1001

REVISED AGENDA

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. Call to Order

2. Roll Call

3. Approval of Minutes

August 17, 2016 meeting pp. 3-4

To show a PDF of the written materials for an agenda item, click on the agenda item below.

Discussion and Possible Action

4. Proposed Ordinance No. 2016-0351 pp. 5-98 (Approx. 15 min.)

AN ORDINANCE relating to the city of Kirkland's South Kirkland Park-and-Ride elevator and pedestrian bridge project; approving an interlocal agreement between King County and the city of Kirkland to provide partial funding for the project, and authorizing the King County executive to execute temporary and permanent easements for the project.

Sponsors: Ms. Balducci

*Deb Eddy, Eastside Rail Corridor Program Manager
Paul Carlson, Council staff*



Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).
TDD Number 206-1024.

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



5. [Proposed Motion No. 2016-0390 pp. 99-116 \(Approx. 15 min.\)](#)

A MOTION relating to the organization of the council; and amending Motion 10651, Section VII, as amended, and OR 3-030 and adding a new section to the organizational compilation.

Sponsors: Mr. Dunn, Mr. Upthegrove, Mr. Gossett and Ms. Balducci

John Resha, Policy Staff Director

6. [Proposed Motion No. 2016-0443 pp. 99-116](#)

A MOTION approving a job description for the King County Flood Control Zone District executive director.

Sponsors: Mr. Dunn and Ms. Balducci

Contingent upon referral to the Committee of the Whole

John Resha, Policy Staff Director

Briefing

7. [Briefing No. 2016-B0159 pp. 117-130 \(Approx. 15 min.\)](#)

Update on the Sheriff's new Domestic Violence Unit

Greg Doss, Council staff

Chris Barringer, Chief of Staff, King County Sheriff's Office

David Martin, Senior Deputy Prosecuting Attorney, Prosecuting Attorney's Office

8. [Briefing No. 2016-B0174 pp. 131-134 \(Approx. 15 min.\)](#)

District Court Community Conference

Hiedi Popochock, Council staff

Honorable Donna Tucker, Presiding Judge, District Court

Othniel Palomino, Chief Administrative Officer, District Court

9. [Briefing No. 2016-B0173 pp. 135-164 \(Approx. 30 min.\)](#)

Local Government Update: Parks

Mary Bourguignon, Council staff

Other Business

Adjournment



King County

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Meeting Minutes Committee of the Whole

Councilmembers: Kathy Lambert, Chair; Rod Dembowski, Vice Chair;

Claudia Balducci, Reagan Dunn, Larry Gossett, Jeanne Kohl-Welles, Joe McDermott, Dave Upthegrove, Pete von Reichbauer

*Staff: Patrick Hamacher, Lead Staff (206-477-0880)
Marka Steadman, Committee Assistant (206-477-0887)*

9:30 AM

Wednesday, August 17, 2016

Room 1001

DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

The Metropolitan King County Council's Committee of the Whole was called to order by Chair Kathy Lambert at 9:40 a.m.

2. **Roll Call**

Councilmembers Balducci and Dunn participated via telephone.

Present: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. von Reichbauer

3. **Approval of Minutes**

Councilmember Dembowski moved approval of the July 20, 2016, meeting minutes. There being no objections, the minutes were approved.

Briefing

4. **Briefing No. 2016-B0153**

Local Government Update: Metro

Paul Carlson, Council staff, provided opening comments. Christina O'Claire, Manager, Strategy and Performance, King County Transit Division; and Carol Cooper, Supervisor, Market Development, King County Transit; briefed the Committee and answered questions from the members.

This matter was Presented

5. Briefing No. 2016-B0165

King County Fair Update

Councilmember Dunn provided introductory remarks. Scott Gray, General Manager, Enumclaw Expo Center, briefed the Committee and answered questions from the members.

This matter was Presented

6. Briefing No. 2016-B0154

Faith-based Procurement

This matter was Deferred

7. Briefing No. 2016-B0158

King Conservation District 2017 Annual Program of Work and Rates and Charges Budget

Hiedi Popochock, Council staff, provided introductory comments. Dick Ryon, Board of Supervisors Chair, King Conservation District; Josh Monaghan, Senior Program Manager, King Conservation District; Brandy Reed, Interagency Director, King Conservation District; and Mayor John Stokes, Advisory Committee Chair, King Conservation District; briefed the Committee and answered questions from the members. John Taylor, Assistant Division Director, King County Water and Land Resources Division, addressed the Committee.

The Chair recessed the meeting into Executive Session under RCW 42.30.110 (1)(i) to discuss with legal counsel litigation or potential litigation to which the County is or is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the County at 11:17 a.m. The Chair reconvened the meeting at 11:46 a.m.

This matter was Presented

Other Business

There was no further business to come before the Committee.

Adjournment

The meeting was adjourned at 11:46 a.m.

Approved this _____ day of _____.

Clerk's Signature



King County

**Metropolitan King County Council
Committee of the Whole**

STAFF REPORT

Agenda Item:	4	Name:	Deb Eddy Paul Carlson
Proposed No.:	2016-0351	Date:	September 7, 2016

SUBJECT

An ordinance approving an interlocal agreement with the City of Kirkland for funding, construction, operation and maintenance of an elevator and pedestrian bridge at the South Kirkland Park-and-Ride, to allow access to the Cross Kirkland Corridor (CKC) Trail.

SUMMARY

Proposed Ordinance 2016-0351 approves an interlocal agreement (ILA) between the County and the City of Kirkland relating to the City’s Elevator and Pedestrian Bridge Project (Elevator Project). The Elevator Project would provide a connection between the Cross Kirkland Corridor (CKC) and the South Kirkland Park-and-Ride. The proposed ordinance would authorize the Executive to approve the ILA and execute a temporary construction easement and a permanent easement for operation and maintenance of the Elevator Project. The proposed ordinance would release a King County contribution of \$150,000 for the project, split equally between the Public Transportation Capital Fund and the Parks Capital Fund; these funds are subject to Expenditure Restrictions until an ILA has been approved.

BACKGROUND

The Eastside Rail Corridor (ERC) is a 42-mile rail corridor extending from Snohomish in the north to Renton on the south on its mainline and from Woodinville to Redmond on its spur. The corridor has attracted attention from civic and political leaders since Burlington Northern Santa Fe Railway Company (BNSF) indicated its intention to divest itself of the corridor in 2003. A 2009 memorandum of agreement memorialized the intention of a group of regional partners, including King County, the Port of Seattle and Sound Transit, to acquire the corridor and to preserve it for multiple uses.

Since acquiring the corridor from BNSF, the Port of Seattle has conveyed all of the residual or fee interests it acquired from BNSF in the rail banked portion to King County, the cities of Kirkland and Redmond, and Sound Transit, and easement interests to King County, Sound Transit, and Puget Sound Energy. Recently, the Port conveyed portions

of the corridor remaining in active freight usage to Snohomish County and the city of Woodinville.

In April 2012, Kirkland purchased most, but not all, of the corridor within its city boundaries, from 108th Avenue NE in the south to Slater Avenue in the north. (In 2013, when King County acquired all of the Port's remaining interest in the rail banked portion of the corridor, one of the pieces that the County acquired was the portion of the corridor from Slater Avenue north to Woodinville.) The portion of the corridor owned by Kirkland is subject to a multi-purpose easement held by King County and to a high capacity transportation easement held by Sound Transit.

The ERC is rail banked from Woodinville to Renton, subject to federal regulation under the National Trail Systems Act, 16 USC 1247(d). This law promotes the preservation of rail corridors by providing for interim usage for local purposes, including recreational trails. King County is the "interim trail sponsor" for the 21+ miles of the ERC subject to rail banking, including the portion owned by Kirkland, but not for the portion owned by Redmond (King County conveyed this responsibility to Redmond). In 2015, Kirkland opened an interim trail throughout its ownership area, comprised of a crushed gravel surface suitable for both pedestrians and bicycles.

The County's South Kirkland Park-and-Ride lies immediately adjacent to the southerly terminus of Kirkland's portion of the corridor, locally called the Cross Kirkland Corridor (CKC). There is a sharp elevation change between the corridor and the Park-and-Ride. In adopting the Cross Kirkland Corridor Master Plan in June 2014, the city identified the "Yarrow Woods Tower" as a significant design element, providing a landmark entrance into the city and onto the corridor. Consistent with city policy and with the regional emphasis on nonmotorized connections to transit facilities, this elevator and stair connection would functionally ease bicycle, pedestrian and Americans with Disabilities Act (ADA) access between the corridor and the transit facilities located here.

In recognition of the collaboration required of all owners in realizing the opportunities to improve multi-modal transportation and connections to transit facilities, King County committed \$150,000 in capital funds toward the elevator facilities.

South Kirkland Park-and-Ride and TOD Background

The South Kirkland Park-and-Ride facility, located partly in Bellevue and partly in Kirkland, consists of a transit center and 840 parking stalls (530 in the garage and 310 surface stalls). The park-and-ride had a 97 percent utilization rate in the 4th Quarter of 2015. It is served by King County Metro Routes 234, 235, 249, and 255, and the Sound Transit Regional Express Route 540.

Adjacent to the park-and-ride is a housing complex featuring 182 units of market-rate housing and 58 units of affordable housing (available to individuals and families earning less than 60 percent of the area median income).

The transit garage, transit center, and housing facility are components of a Transit-Oriented Development (TOD) project that the County Council approved in 2012. This project provided a net increase of about 235 additional transit parking stalls as well as

the new market-rate and affordable housing units. Two lease-leaseback agreements with option to purchase were used to carry out the TOD project. Financing components included federal and state grant funds, affordable housing tax credits, and a credit to the County for the value of land used for the housing project. The TOD project met requirements of the cities of Bellevue and Kirkland and the Houghton Community Council.

Because of the South Kirkland Park-and-Ride's proximity to the CKC, providing access to the CKC is consistent with many county policies supporting multimodal connectivity and encouraging walking and bicycling. The Executive's transmittal letter lists several of these policies.

Ordinance 17707

Ordinance 17707, approved December 9, 2013, is a supplemental appropriations ordinance amending Ordinance 17476 (the 2013 annual budget and 2013-2014 biennium budget). It includes expenditure restrictions providing that \$150,000 for the South Kirkland Park-and-Ride Pedestrian Bridge (\$75,000 from the Parks Capital Fund and \$75,000 from the Public Transportation Construction Fund) may only be expended after the Council approves an ILA for disbursement of the funds.

Interlocal Agreement (ILA)

Attachment A to Proposed Ordinance 2016-0351 is the Interlocal Agreement including five Exhibits A through E. The ILA defines the terms of a Temporary Construction Easement that will allow the City to build the Elevator Project and requires the completion of a Permanent Easement that will allow the City to operate and maintain the Elevator Project. Exhibit D is the Temporary Construction Easement; Exhibit E is the Permanent Easement.

Key sections of the ILA are summarized here:

Section 2, Elevator Project Funding, caps the County funding contribution at \$150,000 and requires these funds to be used solely for capital purposes. The County contribution is a small portion of the total cost, which exceeds \$2 million (Kirkland is updating the cost estimate but it is not available at this writing).

Section 3 provides for King County review of the Elevator Project plans. The Wastewater Treatment Division must approve the plans in writing, because the Eastside Sewer Interceptor is a regionally significant facility located in the CKC adjacent to the South Kirkland Park-and-Ride.

Section 5.A defines elements that must be included in the Temporary Construction Easement and provides for execution of that easement so that Kirkland can build the Elevator Project; 5.B requires execution of a Permanent Easement authorizing Kirkland to occupy, use, operate and maintain the Elevator Project on the property.

Section 6, Key Roles and Responsibilities of Kirkland, includes an acknowledgment that the City will cooperate with County efforts to ensure that parking related to recreational use of the trail does not displace transit-related parking.

Section 7, Key Roles and Responsibilities of King County, states that the County will work to document transit benefits of the Elevator Project with the goal of satisfying the FTA that there is no need to charge the City for the use of a part of the Park-and-Ride. This section also states that the County Department of Natural Resources and the Transit Division are responsible for their own staff costs related to work on the Elevator Project.

Section 9, Legal Relations, includes indemnity provisions and insurance requirements; these survive the expiration or termination of the ILA.

Exhibit D, the Temporary Construction Easement, includes indemnification and insurance requirements in addition to those specified in Section 9 of the ILA.

Exhibit E, the Permanent Easement, includes indemnification and insurance requirements in addition to those specified in Section 9 of the ILA.

ANALYSIS

The Elevator Project is a priority for the City of Kirkland to provide access to the Cross Kirkland Corridor at the South Kirkland Park-and-Ride. Providing improved access is consistent with many King County policies supportive of multimodal connectivity and improved pedestrian and bicycle access to transit facilities. Legal Counsel has reviewed the ILA and easements and has no legal concerns. The County contribution is for a fixed sum, \$150,000, which was appropriated in 2013.

The staff analysis is complete and the proposed ordinance is ready for action.

ATTACHMENTS

1. Proposed Ordinance 2016-0351 and its attachments
2. Transmittal Letter
3. Fiscal Note

INVITED

1. David St. John, Government Relations Administrator, King County Department of Natural Resources and Parks
2. Rand Juliano, Transaction Manager, Design and Construction-Real Estate, King County Transit Division



KING COUNTY
Signature Report

1200 King County Courthouse
 516 Third Avenue
 Seattle, WA 98104

September 2, 2016

Ordinance

Proposed No. 2016-0351.1

Sponsors Balducci

1 AN ORDINANCE relating to the city of Kirkland's South
 2 Kirkland Park-and-Ride elevator and pedestrian bridge
 3 project; approving an interlocal agreement between King
 4 County and the city of Kirkland to provide partial funding
 5 for the project, and authorizing the King County executive
 6 to execute temporary and permanent easements for the
 7 project.

8 STATEMENT OF FACTS:

- 9 1. The South Kirkland Park-and-Ride is a King County transit division-
 10 owned and operated facility located at 3677 108th Ave NE in the city of
 11 Bellevue.
- 12 2. The South Kirkland Park-and-Ride provides more than eight hundred
 13 parking spaces and serves numerous transit division (also known as
 14 "Metro Transit") and Sound Transit bus routes, and thus is as an important
 15 hub within the region's multi-modal transportation network.
- 16 3. The South Kirkland Park-and-Ride is an element of a transit-oriented
 17 development project encompassing several adjacent parcels, intended to
 18 foster close connections between growing dense residential communities
 19 and the region's multimodal transportation network.

- 20 4. The Cross Kirkland Corridor ("the CKC") is an approximately 5.75
21 mile segment of the railbanked Eastside Rail Corridor ("the ERC") owned
22 by the city of Kirkland, extending from 108th Avenue NE in Bellevue to
23 Slater Ave NE in Kirkland and encompassing the area of the CKC affected
24 by the planned South Kirkland Park-and-Ride pedestrian bridge,
- 25 5. The city of Kirkland has developed a gravel-surface trail receiving
26 significant use by commuters and recreational users over the CKC.
- 27 6. The city of Kirkland has completed a master plan for the CKC that
28 calls for implementation of a finished paved-surface trail throughout the
29 CKC.
- 30 7. In 2009, King County acquired a multipurpose easement throughout
31 the railbanked ERC and was designated the interim trail user over the
32 railbanked ERC, including in the area of the CKC affected by the planned
33 South Kirkland Park-and-Ride pedestrian bridge, and retains these
34 interests and related rights and responsibilities in this area.
- 35 8. The King County wastewater treatment division owns and operates the
36 Eastside Interceptor facility, a critical element of the regional wastewater
37 treatment system serving the urban area in east King County, a segment of
38 which is located in the portion of the CKC affected by the planned South
39 Kirkland Park-and-Ride pedestrian bridge.
- 40 9. The city of Kirkland seeks to fund, plan, design, permit, construct,
41 operate and maintain an elevator and pedestrian bridge that connect the
42 CKC to the South Kirkland Park-and-Ride, in support of improved,

43 Americans with Disabilities Act-accessible connectivity between the
44 multiple modes of transportation present at the Park-and-Ride and the
45 CKC.

46 10. To construct the elevator and pedestrian bridge, the city of Kirkland
47 will obtain from King County a temporary construction easement over the
48 South Kirkland Park-and-Ride, and coordinate with the King County
49 wastewater treatment division to protect the Eastside Interceptor.

50 11. To operate and maintain the completed elevator and pedestrian bridge
51 in a manner consistent with transit purposes, the city of Kirkland will
52 obtain from King County a permanent easement over the South Kirkland
53 Park-and-Ride.

54 12. Ordinance 17707, passed December 9, 2013, the King County council
55 included Section 13, Expenditure Restriction ER6, which amended
56 Ordinance 17476, Section 63, as amended. The expenditure restriction
57 directed that \$75,000 from the parks capital fund be expended or
58 encumbered for the city of Kirkland's elevator and pedestrian bridge
59 project at King County Metro Transit's South Kirkland Park-and-Ride
60 facility only after council approval of an interlocal agreement for
61 disbursement of funds.

62 13. In Ordinance 17707, passed December 9, 2013, the King County
63 council included Section 32, Expenditure Restriction ER1, which amended
64 Ordinance 17476, Section 136, as amended. The expenditure restriction
65 directed that \$75,000 from public transportation capital fund be expended

66 or encumbered for the city of Kirkland's elevator and pedestrian bridge
67 project at King County Metro Transit's South Kirkland Park-and-Ride
68 facility only after council approval of an interlocal agreement for
69 disbursement of funds.

70 14. The King County department of natural resources and parks,
71 department of transportation and prosecuting attorney's office have
72 coordinated and collaborated with the city of Kirkland to prepare an
73 interlocal agreement to facilitate implementation of the elevator and
74 pedestrian bridge project.

75 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

76 SECTION 1. As contemplated in Ordinance 17707, Section 13, Expenditure
77 Restriction ER6, and Section 32, Expenditure Restriction ER1, the King County council
78 hereby approves the expenditure or encumbrance of \$150,000 from King County to the
79 city of Kirkland in support of the South Kirkland Park-and-Ride elevator and pedestrian
80 bridge project consistent with an interlocal agreement substantially in the form of
81 Attachment A to this ordinance.

82 SECTION 2. The county executive is authorized to sign the interlocal agreement
83 substantially in the form of Attachment A to this ordinance.

84 SECTION 3. The county executive is authorized to sign easements substantially
85 in the form of Exhibits D and E to Attachment A to this ordinance.

86

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Interlocal Agreement

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INTERLOCAL AGREEMENT

Regarding Elevator and Pedestrian Bridge Project for Access Between the South Kirkland Park-and-Ride and the Cross Kirkland Corridor

This INTERLOCAL AGREEMENT (“ILA”) is made by and between the City of Kirkland, a Washington municipal corporation (“Kirkland”) and King County, a political subdivision of the State of Washington (“King County”) and legal successor in interest to the Municipality of Metropolitan Seattle. Together, Kirkland and King County are sometimes referred to herein as the “Parties” and individually as a “Party.”

RECITALS

1. Kirkland is the owner of an approximately 5.75-mile portion of the Eastside Rail Corridor (“ERC”), which is a rail corridor that has been railbanked under the National Trails System Act (16 U.S.C. §1241 et. seq.). The portion of the Eastside Rail Corridor that is owned by Kirkland is known as the “Cross Kirkland Corridor” or “CKC.” The CKC extends from the north edge of the NE 108th Street crossing in north Bellevue to the 132nd Place NE crossing in the Totem Lake neighborhood in north Kirkland. Kirkland has constructed a soft-surface interim public trail on the CKC and has approved a master plan for a permanent paved public trail. The interim trail is open to the public and the paved trail will be open to the public after it is constructed.

2. King County is the Interim Trail User for the CKC and the remainder of the Eastside Rail Corridor pursuant to those certain Notices of Interim Trail Use (NITU) issued on November 25, 2008 in Surface Transportation Board Docket No. AB-6 (Sub-No. 465X), as well as the NITUs issued on October 27, 2008 in STB Docket No. AB-6 (Sub-Nos. 463X and Sub-No. 464X), other than a portion located within the City of Redmond. King County is presently undertaking the first phase of master planning for its own regional trail project on the Eastside Rail Corridor, including the King County-owned segments of the Corridor contiguous with the CKC and located north and south of it.

3. King County also owns a 3.86-acre parcel of land identified as King County Assessor’s tax parcel No. 2025059081, with a street address of 3677 108th Ave NE (“Property”), located on the Bellevue side of the Bellevue-Kirkland jurisdictional boundary and adjacent to the CKC.

4. King County and its predecessor in interest, the Metropolitan Municipality of Seattle, have operated the South Kirkland Park-and-Ride (“SKPR”) on the Property since 1978. The legal description of the Property is attached hereto as **Exhibit A** and incorporated herein by this reference.

5. In addition, King County holds a permit for the Eastside Sewer Interceptor, which is a significant regional wastewater facility located in the CKC adjacent to the SKPR, which permit is identified as King County Recorder's Office instrument nos. 5832816 and 5832817 (recorded January 14, 1965).

6. King County, Kirkland, the City of Bellevue and the City of Redmond all have an interest in regional transit, including making connections to the SKPR via non-motorized links, such as the CKC and the ERC.

7. The SKPR has been redeveloped ("Redeveloped SKPR") and now provides transit-oriented development including multifamily housing and affordable housing, as well as a multistory parking garage in addition to an updated transit center on the Property near the boundary between the Property and the CKC.

8. There is a significant, steep grade change between the Property and the CKC, resulting in a significant elevation difference between the CKC and the SKPR.

9. Kirkland and King County agree that it would be mutually beneficial and desirable for there to be a convenient and accessible access between the SKPR and the CKC that meets Americans with Disabilities Act standards. Such access will benefit the King County Parks and Recreation Division by establishing connectivity between SKPR and the King County trail that is now being master planned, which will likely include a regional multipurpose trail segment immediately adjacent to and southeast of the SKPR on the east side of 108th Ave NE.

10. A recent King County Metro Transit Division and Sound Transit study entitled Non-Motorized Connectivity Study concluded that connectivity to trails increases transit ridership. Improved connectivity between the SKPR and the CKC will benefit King County Metro Transit Division by providing direct access to the SKPR from the CKC for pedestrians and bicyclists, thus enhancing nonmotorized access to the SKPR and potentially contributing to a reduction in single-occupancy vehicle trips originating in the vicinity.

11. Kirkland has obtained a significant State legislative appropriation to partially fund a separate, stand-alone and independent elevator and related facilities that would provide an ADA-accessible connection between the SKPR and the CKC ("Elevator Project"). King County supports the goals of the Elevator Project and, pursuant to King County Ordinance No. 17707, has appropriated an additional \$150,000 of King County funding intended to support the Elevator Project. King County's funding contribution (the "County Contribution") was appropriated in part to King County Parks CIP Fund 3581 (\$75,000) and in part to King County Public Transportation Construction Fund 3641 (\$75,000). King County Ordinance No. 17707 provides that the County Contribution may only be expended after the King County Council approves an interlocal agreement for disbursement of the funds.

12. Kirkland and King County entered into a Memorandum of Understanding (“MOU”) dated July 1, 2014, which set forth the general intent of the Parties with respect to design, construction and maintenance of the Elevator Project.

13. Kirkland intends that the Elevator Project be developed, constructed, operated and maintained in a manner consistent with the railbanked status of the CKC, and consistent with existing property interests in the CKC.

14. Kirkland and King County share an interest in facilitating alternatives to single-occupant vehicle commuting, including improvements to foster pedestrian and bicycle access to transit facilities.

15. The Intergovernmental Cooperation Act, Chapter 39.34 RCW, authorizes Kirkland and King County to enter into an agreement with each other for joint or cooperative action.

16. Kirkland and King County seek to enter into an agreement that builds on the general intentions stated in the MOU, provides that King County will contribute \$150,000 to the Elevator Project, sets forth the terms and conditions under which Kirkland will design and construct the Elevator Project, and sets forth the parameters under which, after construction, Kirkland will manage, maintain and repair the Elevator facility.

NOW, THEREFORE, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. Interlocal Cooperation Act Compliance.

Consistent with RCW §39.34.030(3) and (4):

A. This ILA shall be effective upon execution by the King County Metro Transit Division. This ILA shall expire (1) at 11:59 pm on December 31, 2018; or (2) twelve months after the date that the Elevator Project is Substantially Complete, whichever occurs first. For purposes of this ILA, “Substantially Complete” means (i) the Elevator Project has been completed by Kirkland other than minor incidental work, corrections or repairs, the completion of which will not have a material effect on the public’s use of the Elevator Project, (ii) the public may utilize the Elevator Project for its intended purpose of access to and from the CKC, (iii) the Elevator Project’s systems and utilities are operational in a manner materially consistent with purpose for which they are intended, and (iv) any governmental or regulatory approvals or authorizations, if any, required in order for the public to legally utilize the Elevator Project have been obtained, including but not limited to certificates of occupancy and operating permits. Provided, that certain

terms and conditions of this ILA shall survive the expiration or earlier termination of this ILA as specified herein.

- B. No separate legal or administrative entity is created by this ILA.
- C. The purposes of this ILA are specified in the Recitals of this ILA.
- D. This ILA shall terminate automatically as set forth in Section 1.A of this ILA.
- E. The Parties' Designated Representatives identified in **Exhibit B** of this ILA shall administer this ILA. The Parties may change or replace their Designated Representatives from time to time by giving notice as provided in Section 11 and **Exhibit B** of this ILA. The Parties' shall update the names and contact information for their Designated Representatives as needed to reflect such changes.
- F. Kirkland and King County shall acquire, hold, and dispose of real and personal property in furtherance of the Elevator Project in their individual capacities.

2. Elevator Project Funding.

- A. King County shall contribute an amount not to exceed \$150,000 to Kirkland to be used towards the Elevator Project. Kirkland shall apply the County Contribution towards capital costs of the Elevator Project, such as capital project management costs, design or construction costs, obtaining necessary local, state or federal permits or approvals, and providing public notice and outreach with respect to Elevator Project design or construction. Kirkland may not apply the County Contribution towards operation, maintenance, repair, upkeep, facility management, or use of the completed Elevator Project.
- B. King County shall pay the County Contribution within 60 days of receiving itemized statements from Kirkland that (1) detail the capital expenditures for which Kirkland seeks reimbursement; and (2) include such supplemental documentation (e.g. invoices, receipts, work orders, timesheets, etc.) as King County may reasonably require to comply with its financial reporting requirements.
- C. As between King County and Kirkland, Kirkland shall be responsible for all costs, charges, and expenses of Elevator Project design and construction in excess of the County Contribution.

3. Review of Elevator Project Plans by King County. The Parties have previously reviewed and approved the 30% design plans. Drawings depicting the approved site plan layout for the Elevator Project structure on the Property and the anticipated construction impact area are attached hereto as **Exhibit C**. Kirkland will, in a timely fashion, provide King

County with an opportunity to review, comment on and approve the design drawings and special provisions (henceforth referred to as the “Plans”) at the 60% and 100% stages and King County shall notify Kirkland of its primary staff contact person who will coordinate review of the Plans. The Parties do not anticipate additional technical engineering review of the Plans by King County beyond the 60% design review stage unless subsequent revisions materially alter the size, scope or characteristics of the Project or its impacts to the Property, the Eastside Sewer Interceptor, or the Redeveloped SKPR. King County’s review is intended to relate to safety and operational issues related to the Redeveloped SKPR, the Property, transit and wastewater operations, and for compliance with the National Trails Systems Act. King County shall provide written comments within 20 calendar days of receipt of the 60%-stage Plans from Kirkland. The Parties may mutually agree to extend the number of days needed to complete review. In the event additional technical engineering review is required, Kirkland shall provide King County with the revised Plans and King County will use its best efforts to provide written comments at its earliest convenience, but in no event more than 20 calendar dates from receipt of the revised Plans. The Parties may mutually agree to extend the number of days needed to complete this review. Notwithstanding anything else in this Section 3, Kirkland acknowledges that the King County Wastewater Treatment Division Local Public Agency (LPA) Coordinator must approve Kirkland’s final Plans in writing prior to bidding and awarding the construction contract.

4. Authorization to Enter Property for Elevator Pre-Construction Work. Prior to construction of the Elevator Project, Kirkland is authorized to enter onto and use the Property for temporary purposes related to completion of design of the Elevator Project. Kirkland shall conduct all pre-construction actions without materially disrupting any existing public use of the Property. Prior to access at any time, Kirkland shall submit a formal request for access to King County’s Construction Information Center at 206-684-2785 (“CIC”) (**minimum 5-business days’ advance notice required**), identifying the access area (with depiction), the reason for the access, the time frame in which to conduct the access, and any other information that King County desires in order to maintain the safety and operation of the Redeveloped SKPR. Prior to construction, Kirkland shall not conduct any invasive or destructive testing (e.g. concrete coring, mechanized boring or excavation, clearing, or other work), store equipment or materials, fence off any portion of the Property, or materially disrupt public Park-and-Ride use of the Property without separate written authorization from King County, which may be in the form of a Special Use Permit or execution of the TCE (hereafter defined). In addition to the above, for any approved access to the Property prior to the execution of the TCE, Kirkland shall comply with the following:

- Maintain sidewalk access to the extent of existing sidewalks.
- Stay within the defined area (to be determined and approved in each instance), NO construction parking on the SKPR lot or garage.

- Keep access area free of trash, litter, construction debris etc.
- Control dirt/mud from wheels of trucks / equipment.
- Equipment/vehicles over 10,000 lbs. shall not be allowed on any asphalt areas of the Property or the garage without separate specific written permission from King County, which permission may include terms and conditions to protect the asphalt from damage or denied altogether in King County's sole and absolute discretion.
- Repair/restore any damage to asphalt, concrete, curbs, and other improvements.
- Control/handle trench spoils to protect parking stalls and pedestrian areas from spill over.

In addition, no activity shall be allowed that impedes transit coach ingress or egress to or from or circulation through the Property, unless prior coordination has occurred and specific written approval has been given by the CIC. Before requesting that transit coach movements be restricted Grantee shall first make a good-faith effort to plan and implement the contemplated work so that interference with coach movements may be avoided to the maximum extent practicable.

5. Authorization to Construct, Operate and Maintain Elevator Project.

A. Temporary Construction Easement.

i. Upon finalization of the Elevator Project Plans, the Parties shall execute a Temporary Construction Easement (TCE) substantially in the form of **Exhibit D** attached hereto, authorizing Kirkland to enter the Property for the purpose of constructing the Elevator Project. The TCE will contain provisions identifying temporary construction staging and use areas to be used by Kirkland during construction of the Elevator Project. Once the final Plans are reviewed and approved by the KCWTD LPA Coordinator as contemplated in Section 3, the Metro Transit Division may supplement the TCE with additional construction-related conditions to the extent such conditions do not conflict with this ILA or the form of the TCE attached as Exhibit D. Metro Transit Division shall propose conditions as early as possible to facilitate the construction process. The final executed TCE shall be recorded with the King County's Recorder's Office.

ii. The TCE shall include the following elements, to be established by negotiation of the Parties prior to execution of the TCE:

a. Access plan, illustrating travel lanes anticipated to be impacted on the Property, proposed construction vehicle and equipment ingress and egress routes and

material laydown on the Property and in the immediate vicinity, as well as hours for Project access;

b. Traffic control plan, illustrating and describing the City's plans for safely controlling vehicle ingress and egress and managing interactions between Project construction traffic and park-and-ride traffic, as well as general traffic.

c. Since the subject matter of the access plan and the traffic control plan overlap, the City, at its discretion, may combine the access plan and traffic control plan into a single consolidated plan.

d. A pavement damage repair process under which King County may make claims against the City for a two-year period to pay for repair of pavement or subsurface damage to the Property caused by heavy (10,000 pounds or greater) Project-related vehicles, equipment or materials, which damage may not be evident for up to two years.

B. Permanent Easement. Before the City or the public may use the completed Elevator Project, the Parties shall execute a permanent easement authorizing Kirkland to occupy, use, operate and maintain the Elevator Project on the Property, substantially in the form of **Exhibit E** attached hereto and incorporated herein by this reference (the "Easement"). The King County Metro Transit Division may supplement the Easement with additional reasonable operation and maintenance-related conditions to the extent such conditions do not conflict with this ILA or the form of the Easement attached as Exhibit E. The Easement shall include terms and conditions relating to the long-term operation and maintenance of the constructed Elevator Project after the useful life of the Elevator Project facilities, including but not limited to the potential demolition and removal of those facilities at Kirkland's sole cost and expense. The final executed Easement shall be recorded with the King County's Recorder's Office.

C. Notice of Construction Schedule. Notwithstanding any other term or condition of this ILA, the TCE, or the Easement, Kirkland may not commence construction of the Project on the Property until Kirkland has notified Metro Transit of Kirkland's proposed construction schedule and start date, and Metro Transit has responded to Kirkland in writing approving Kirkland's proposed construction schedule and start date. Notwithstanding the notice requirements of Section 11, the notice-and-approval process required in this Section 5.C may be satisfied by email communications between Kirkland's project manager and Metro Transit's designated representative. The Parties agree that the notice-and-approval process contemplated in this Section 5.C is not in the nature of a property interest, permit or other entitlement, but rather is simply intended to

ensure that construction of the Project is scheduled in coordination with Metro's ongoing transit operations at, and other public uses of, the Redeveloped SKPR.

6. Key Roles and Responsibilities of Kirkland.

A. Kirkland shall fund the Elevator Project (other than the King County Contribution) and comply with applicable grant requirements.

B. Kirkland shall design, construct, operate, own, manage, and maintain the Elevator Project facilities for the useful life of the Elevator Project facilities.

C. Kirkland shall obtain all necessary land use permits and approvals for the Elevator Project, including, without limitation, any required environmental review (e.g. SEPA, NEPA, etc.) and mitigation. Subject to Section 3 of this ILA, Kirkland shall continue to coordinate with KCWTD's LPA Coordinator to confirm that the final design and construction of Elevator Project remains compatible with the existing Eastside Sewer Interceptor.

D. Kirkland shall construct the Elevator Project facilities, utilizing such required public bidding process as may be required. Kirkland and King County shall enter into the TCE prior to commencement of any construction activities.

E. After completion of construction of the Elevator Project facilities, Kirkland may contract with a private third-party contractor to operate and maintain the completed Elevator Project facilities on behalf of Kirkland and at Kirkland's cost and expense as provided in and subject to the terms and conditions of the Easement.

F. Kirkland shall coordinate with King County to develop analyses and documentation related to the anticipated number of pedestrians and bicyclists that may use the Elevator Project to access the SKPR Transit Center for the purpose of establishing the transit benefits of the Elevator Project for the FTA.

G. Kirkland acknowledges that the SKPR parking garage and lot are transit facilities for use by King County Metro Transit customers, and that King County is responsible to manage parking in those facilities under King County Code Chapter 28.96 and related authorities. Kirkland shall cooperate with King County to ensure that parking related to recreational use of the CKC does not displace transit-related parking in those transit parking facilities.

H. In partial consideration of the County Contribution, Kirkland shall identify King County as a partial funding source on a construction sign erected during construction to identify funding sources used for the Project. The construction sign shall use language substantially similar to the following:

“Funding for this project was provided, in part, by King County [along with other funding sources].”

In addition, Kirkland shall place a permanent plaque on the completed Elevator Project structure, in a location readily visible to the public. The minimum plaque size is 12” by 12”. The plaque should contain the following (a single plaque may be used to acknowledge multiple funding sources, including King County):

FUNDING FOR THIS PROJECT PROVIDED IN PART BY KING COUNTY

7. Key Roles and Responsibilities of King County.

A. The connection between the SKPR and the CKC is a joint goal of King County and Kirkland. The Elevator Project will fulfill that goal. As a result, Kirkland shall pay the standard and established fees imposed by King County Real Estate Services Section for the TCE and the Easement. To the extent that the Elevator Project is documented to provide transit benefits, King County, with the approval of King County Council, intends to reduce or eliminate any otherwise-applicable charge, rent, or other real-property fees for use of the Property for the Elevator Project. King County will work cooperatively with Kirkland to facilitate Kirkland’s construction, operation and maintenance of the Elevator Project. King County and Kirkland will reasonably cooperate with each other and work jointly and in good faith to demonstrate to the Federal Transportation Administration (“FTA”) that the Elevator Project meets criteria for transit benefits, with the goal, but not the obligation, that those transit benefits will offset all rent or any other type of fees that King County would otherwise be required to charge for use of a portion of the Property for the Elevator Project.

B. King County, Metro Transit Division and the King County Department of Natural Resources and Parks may reasonably perform oversight of the design and construction of the Elevator Project to the extent the Division’s General Manager and the Department’s Director deem necessary and appropriate for benefit of King County in light of the public’s ongoing use of the SKPR for transit purposes and King County’s trail easement rights, the Parties’ rail-banking-related obligations, and regional wastewater utility infrastructure in the CKC, and in light of the restrictions applicable to the source of funds used for each Division’s contribution to the Elevator Property.

C. The King County Department of Natural Resources (and the divisions therein) and the King County Metro Transit Division shall each bear their own costs with respect to all of their staff time arising out of or relating to the Elevator Project, including staff time spent on Elevator Project plan review and comment, meetings, email, telephone calls, site visits and inspection, and other Elevator Project oversight-related costs.

8. RESERVED.

9. Legal Relations.

A. King County’s review, comment, disapproval, approval, or acceptance of any designs, plan specifications, work plans, construction, equipment, or installation of improvements relating to the Elevator Project:

- (i) Exist solely for the benefit and protection of King County and its employees and agents;
- (ii) Does not create or impose on King County or its employees and agents any standard or duty of care towards Kirkland, all of which are hereby disclaimed;
- (iii) May not be relied on by Kirkland in determining whether Kirkland has satisfied all applicable standards and requirements; and
- (iv) May not be asserted, nor may the exercise or failure to exercise any such rights by King County and its employees and agents be asserted against King County or its employees and agents by Kirkland as a defense, legal or equitable, to Kirkland’s obligation to fulfill such standards and requirements, notwithstanding any review, comment, or approval of plans or construction by King County or its employees or agents.

B. This ILA is solely for the benefit of the Parties hereto and creates no right, duty, privilege, or cause of action in any other person or entity. No joint venture or partnership is formed as a result of this ILA. No employees or agents of one Party or its contractors or subcontractors shall be deemed to be employees, agents, contractors or subcontractors of the other Party.

C. (i) Kirkland will defend, indemnify, and hold harmless King County, and its successors and assigns, from all claims, actions, administrative proceedings, costs, damages, demands, or expenses of any nature whatsoever (collectively, “Claims”) arising out of or relating to the design, permitting, or construction of the Elevator Project. Kirkland will defend, with counsel of its sole reasonable choice, King County and its successors and assigns, against any litigation arising out of or in connection with Kirkland’s acts or omissions in connection with the Elevator Project. Provided, that if such Claims are caused by or result from the concurrent negligence of (a) King County or its agents, successors, or assigns and (b) Kirkland, or its agents, successors, or assigns, and such concurrent negligence involves those actions covered by RCW 4.24.115, then this Section 9.C shall be valid and enforceable only to the extent of the negligence of Kirkland, or its agents, successors, or assigns. Kirkland’s obligations to defend, indemnify, and hold harmless under this Section 9.C shall not include any Claims which may be caused by the sole negligence of King County or its agents, successors, or assigns.

(ii) Kirkland agrees that its obligations under this Section 9.C extend to any Claims brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Kirkland's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects King County only, and only to the extent necessary to provide King County with a full and complete indemnity of Claims made by Kirkland's employees. King County and Kirkland acknowledge that these indemnity provisions were specifically negotiated and agreed upon by them.

D. Each Party shall maintain insurance coverage, whether through a self-funded program or an alternative risk of loss financing program, for all of its liability exposures for the duration of this ILA. Each Party shall bear its own costs in maintaining such coverage. Each Party shall provide the other Party with at least thirty (30) days prior written notice of any material change in their respective self-funded or alternative risk of loss financing programs. Nothing in this Section 9.D. shall limit or modify Kirkland's indemnity obligations under this ILA.

E. In performing under this ILA, the Parties shall comply, and shall ensure that their contractors and subcontractors comply, with all federal, state and local laws, regulations and ordinances applicable to such work and services as each Party may perform in furtherance of this ILA, including laws regarding nondiscrimination, including but not limited to the federal Civil Rights Act of 1964; the Washington Law Against Discrimination, Chapter 49.60 RCW; and King County Charter §840.

F. The Parties' rights and duties under this Section 9 shall survive the expiration or earlier termination of this ILA.

10. Counterparts. This ILA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument.

11. Notice. The Parties shall provide notice to each other via the Designated Representatives identified in **Exhibit B** to this ILA. Any notice permitted or required to be given under this ILA shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid; or by reputable overnight delivery service; or by personal service. Notice shall be deemed effective three (3) days after mailing, or upon delivery or service or rejection of delivery or service.

12. Dispute Resolution. The Parties shall use their best efforts to resolve disputes regarding this ILA in an economic and time-efficient manner to advance the purposes of this ILA and the Elevator Project. If a dispute arises between the Parties, they shall attempt to resolve such dispute as expeditiously as possible and will cooperate so that the express purposes of this

ILA are not frustrated, and so that the activities contemplated under this ILA are not significantly delayed or interrupted except for reasons of safety, wastewater infrastructure integrity, compliance with railbanking requirements under the National Trails Systems Act and its implementing regulations (including but not limited to 16 U.S.C. §1247(d) and 49 C.F.R. Part 1152), or compliance with FTA requirements.

13. Jurisdiction and Venue. This ILA shall be interpreted in accordance with the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising out of or relating to this ILA.

14. Rights and Remedies Cumulative. The rights and remedies of the Parties to this ILA are in addition to any other rights and remedies provided by law.

15. Binding on Successors. All of the terms, provisions and conditions of this ILA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

16. Assignment. Neither Party shall assign any interest, obligation, or benefit in this ILA or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

17. Severability. If any term or provision of this ILA or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this ILA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

18. Amendments / Supplements. The Parties may amend this ILA as necessary. No amendment of this ILA shall be binding upon the Parties unless it is in writing and signed by an authorized representative of each Party. Amendments other than ministerial revisions (such as updates to **Exhibit B**, updating of legal descriptions in Exhibits A, D, or E, and so forth) or corrections of clerical errors shall not be effective without approval by ordinance of the Metropolitan King County Council.

19. Execution of ILA. This ILA may be executed in multiple counterparts, all of which together shall be regarded for all purposes as one original.

20. Entire Agreement. This ILA, including its recitals and Exhibits, along with the July 1, 2014 Memorandum of Understanding between the Parties, embodies the Parties' entire agreement on the matters covered by it, except as supplemented by subsequent amendments to

this ILA or by subsequent written agreements between the Parties. All prior negotiations and draft written agreements are merged into and superseded by this ILA.

21. Exhibits. The following Exhibits are attached to this ILA and are a material part hereof:

- A. Property Legal Description
- B. Designated Representatives and Other Points of Contact
- C. Site Plan and Anticipated Construction Impact Drawings for Elevator Project
- D. King County Temporary Construction Easement for Elevator Project
- E. King County Permanent Easement for Elevator Project

SIGNATURES APPEAR ON FOLLOWING PAGE

THE PARTIES execute this ILA effective as of the date signed by the King County Metro Transit Division, which shall be the last entity to sign.

KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

By: _____
Its: _____ Date

TRANSIT DIVISION, KING COUNTY DEPARTMENT OF TRANSPORTATION

By: _____
Its: _____ Date

CITY OF KIRKLAND

By: _____
Its: _____ Date

EXHIBIT A

Legal Description of Property

That certain real property located in King County, Washington, and more particularly described as follows:

Portion of Lot 3 of Kirkland Short Plat number SUB 12-00390 recorded under King County Recording No. 201220828900002 in King County, Washington.

ALSO KNOWN AS Assessor's Tax Parcel No. 2025059081, with a street address of 3677 108th Avenue NE, Bellevue, WA 98004.

EXHIBIT B

Designated Representatives and Other Points of Contact

1. Designated Representatives

Designated Representative for King County Metro Transit Division:

Rand Juliano, Transactions Manager
King County
KSC-TR-0431
201 South Jackson
Seattle, WA 98104-3856

PHONE (206) 477-5933
EMAIL rand.juliano@kingcounty.gov

Designated Representative for King County Department of Natural Resources and Parks:

David St. John, Government Relations Administrator
King County
201 South Jackson
Suite 700
Seattle, WA 98104-3856

PHONE (206) 477-4517
EMAIL david.st.john@kingcounty.gov

Designated Representative for City of Kirkland:

Frank Reinart, Project Engineer/Manager
City of Kirkland, Public Works Department
123 5th Avenue
Kirkland, WA 98033-6189
(425) 587-3826
freinart@kirklandwa.gov

2. Technical Staff Contacts:

Staff Contacts for King County Metro Transit Division:

Elizabeth Wright, Project Manager
King County
KSC-TR-0435
201 South Jackson
Seattle, WA 98104-3856

PHONE (206) 477-5928
EMAIL Elizabeth.wright@kingcounty.gov

Staff Contacts for King County Wastewater Treatment Division

Mark Lampard, Senior Engineer
King County
201 South Jackson
Suite 500
Seattle, WA 98104-3856

PHONE (206)477-5414
EMAIL mark.lampard@kingcounty.gov

Staff Contacts for King County Parks and Recreation Division

Erica Jacobs, ERC Trail Project Manager
King County
201 South Jackson
Suite 700
Seattle, WA 98104-3856

PHONE (206) 477-5539
EMAIL erica.jacobs@kingcounty.gov

Staff Designated Representative for City of Kirkland:

Frank Reinart, Project Engineer/Manager
City of Kirkland, Public Works Department
123 5th Avenue
Kirkland, WA 98033-6189
(425) 587-3826
freinart@kirklandwa.gov

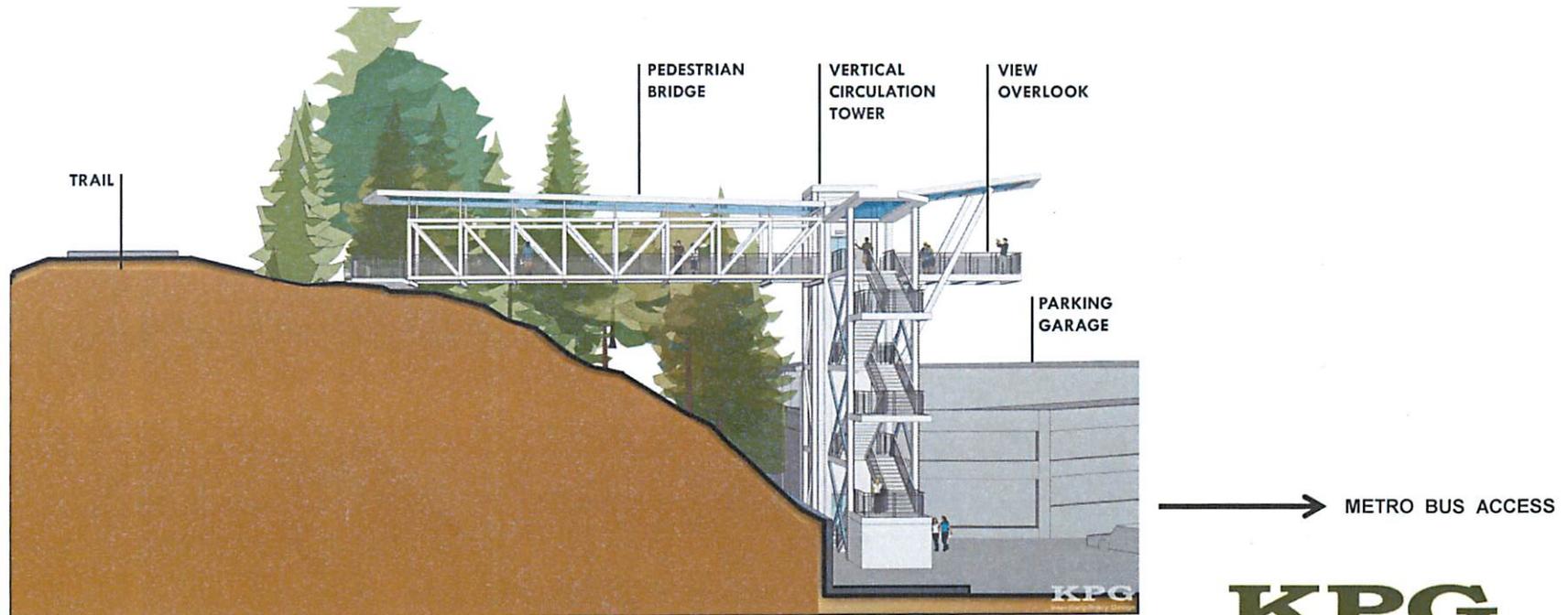
EXHIBIT C

Site Plan and Anticipated Construction Impact Drawings for Elevator Project

Kirkland CKC/King County ERC Pedestrian Connection



- ▶ Key Design Elements
 - ▶ Multi-use trail connectivity
 - ▶ Anchor future transit hub
 - ▶ METRO transportation access



KPG
Interdisciplinary Design

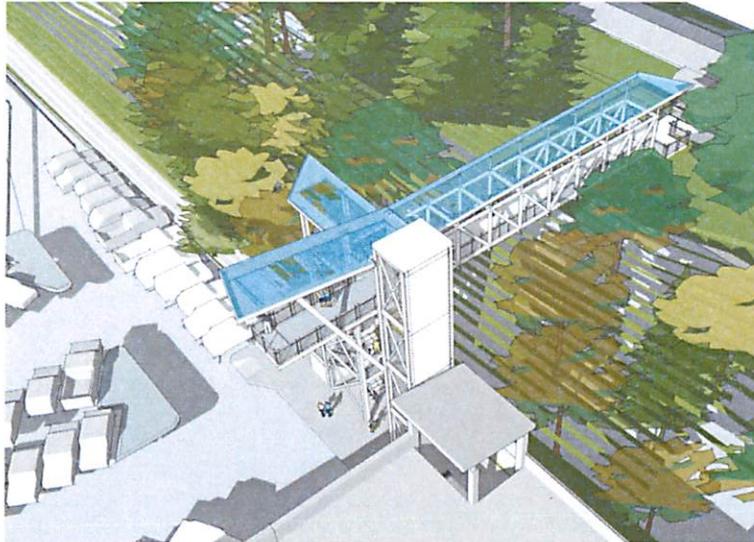
Kirkland CKC/King County ERC Pedestrian Connection



▶ Key Design Elements

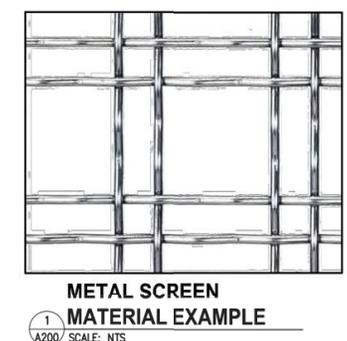
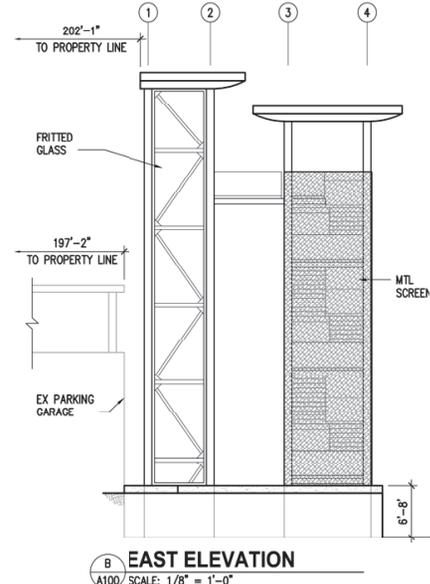
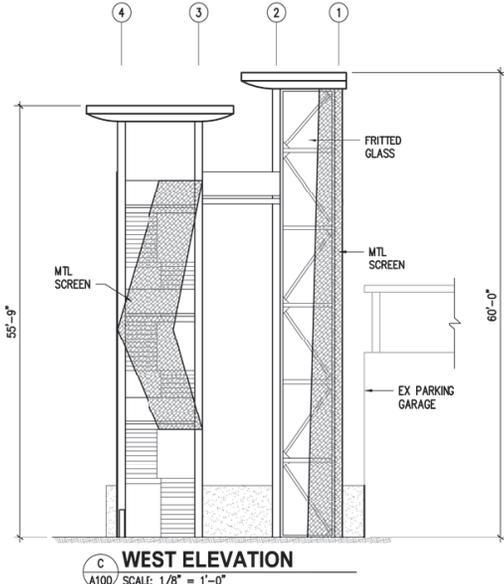
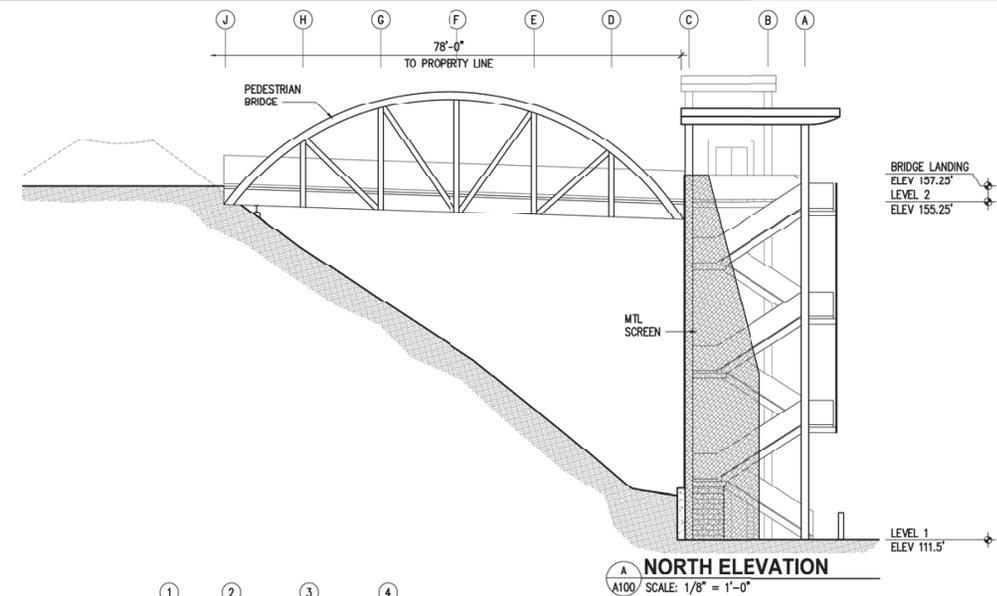
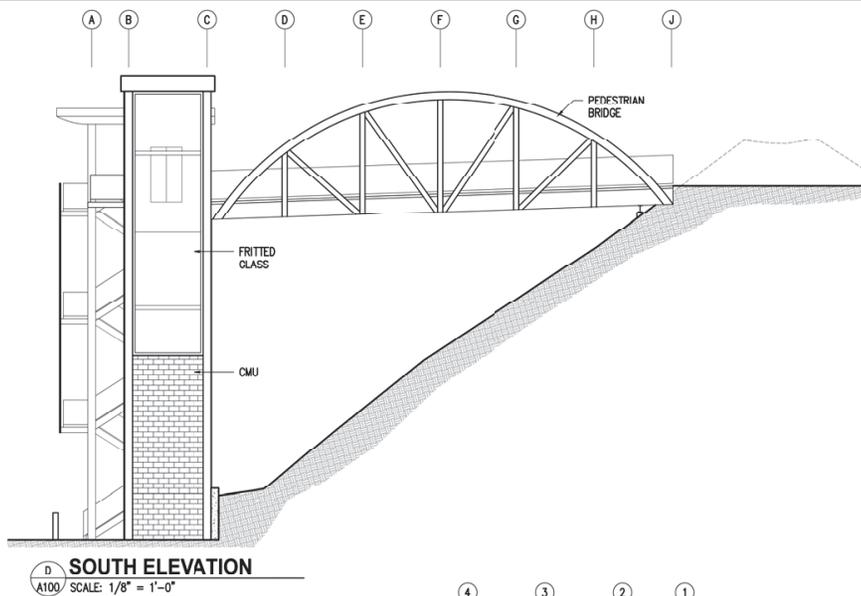
▶ Accessibility

- ▶ Elevator up 65-Feet to CKC Trail
- ▶ Bridge



KPG
Interdisciplinary Design

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NO.	DATE	BY	APPR	REVISIONS

Approved By		A200_ILLY.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	G BARBER
PROJECT ENGINEER	DATE	DESIGNED BY
		S FISCHER SEPT 4 2014
		DRAWN BY
		ED DEAN
		CHECKED BY
		DATE



KPG
753 9th Ave N
Seattle, WA 98109
(206) 265-1649
www.kpg.com

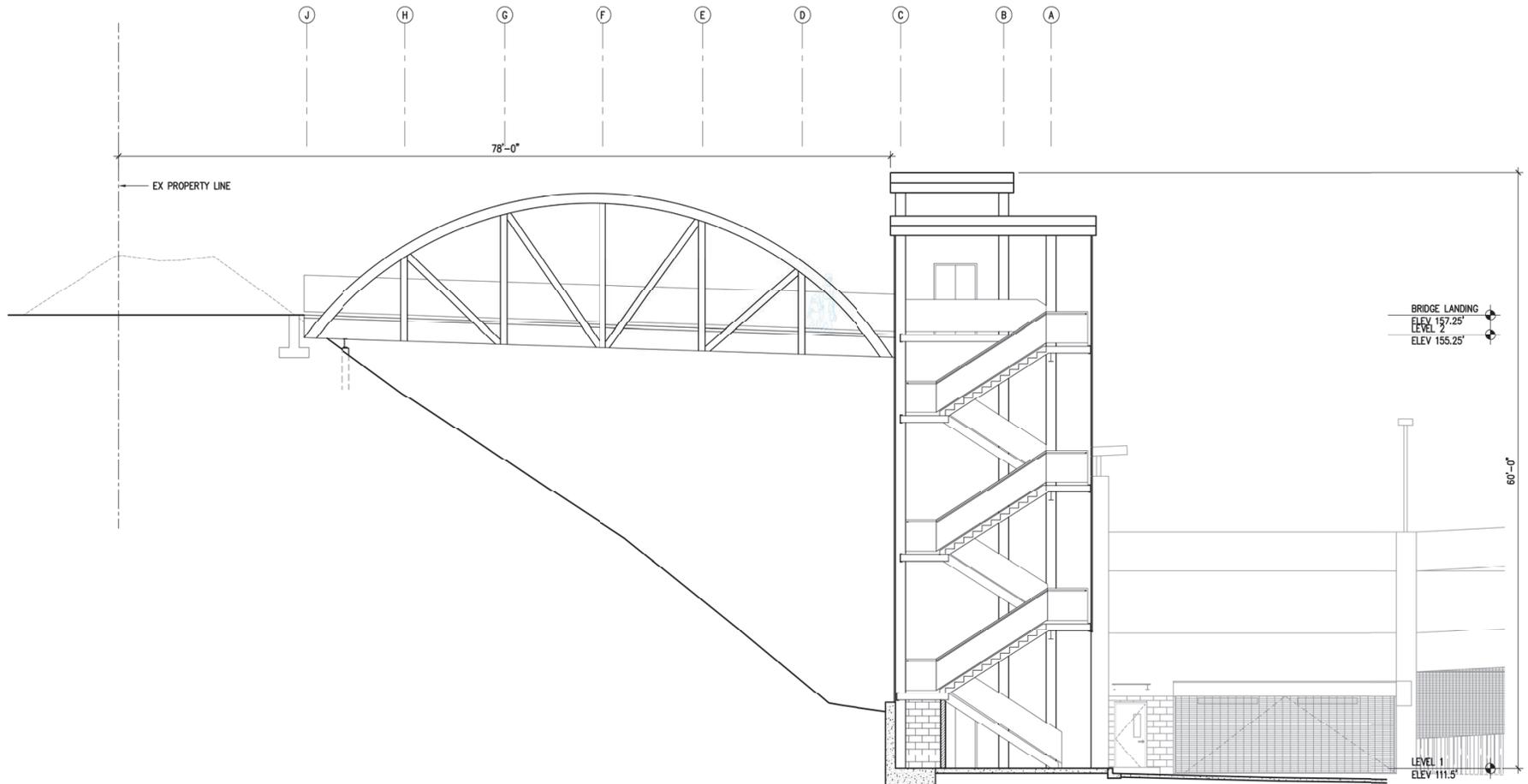
2500 Jefferson Ave
Tacoma, WA 98402
(253) 827-0720



CITY OF KIRKLAND
PARK & RIDE CKC CONNECT

ARCHITECTURAL NORTH & SOUTH EXTERIOR ELEVATIONS	
KPG PROJECT No. 13152	SHT A200 OF 9

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A SECTION
 A100 SCALE: 3/16" = 1'-0"

NO.	DATE	BY	APPR	REVISIONS

Approved By		A202_OVERALL_SECT.dwg	
ENGINEERING MANAGER	DATE	FILENAME	
PROJECT MANAGER	DATE	DESIGNED BY	SEPT 4 2014
PROJECT ENGINEER	DATE	DRAWN BY	DATE
		DU DEAN	CHECKED BY
			DATE



KPG
 753 9th Ave N
 Seattle, WA 98109
 (206) 265-1649
 www.kpg.com

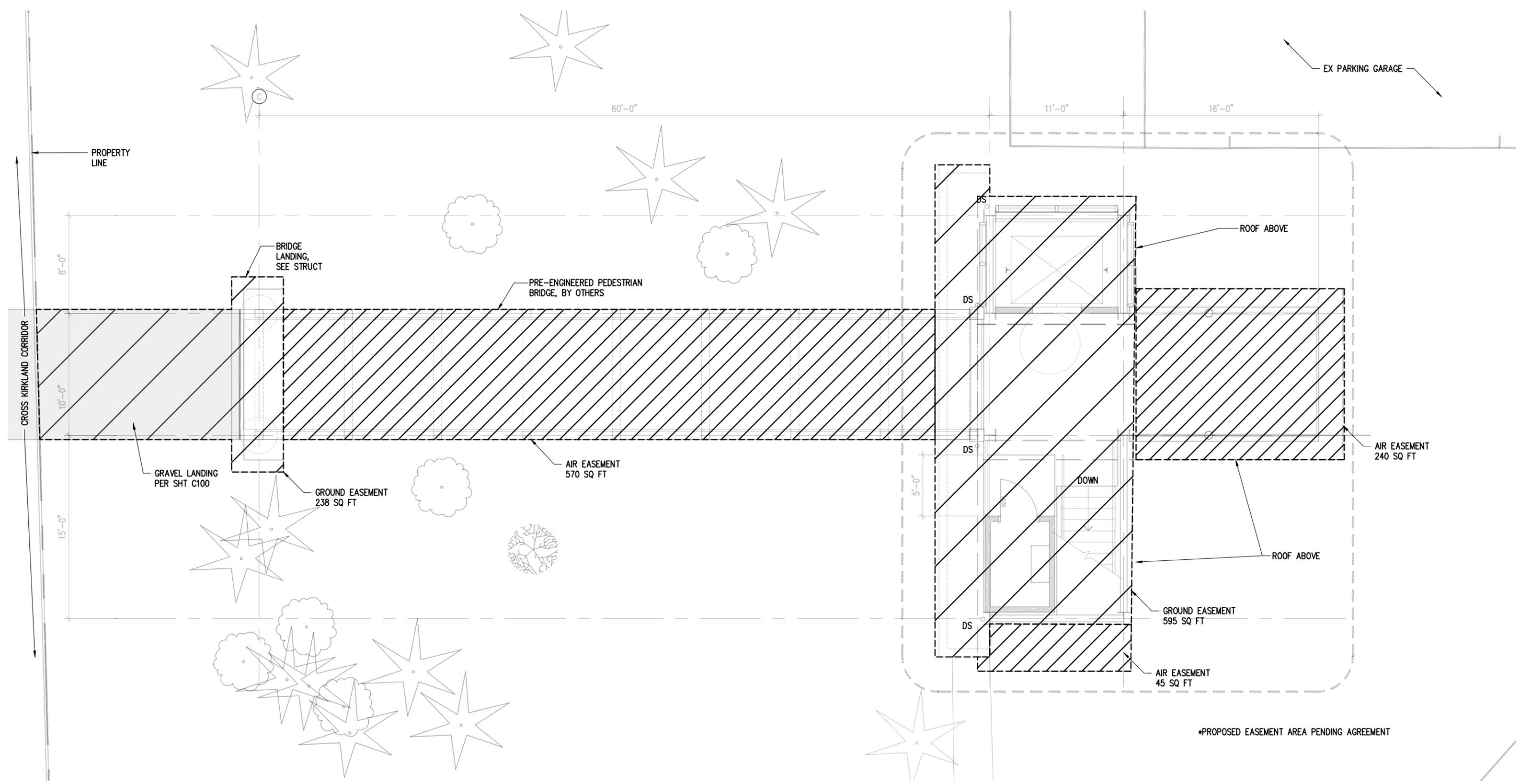
2500 Jefferson Ave
 Tacoma, WA 98402
 (253) 827-9720



**CITY OF KIRKLAND
 PARK & RIDE CKC CONNECT**

ARCHITECTURAL OVERALL BUILDING SECTION	
KPG PROJECT No. 13152	SHT A202 OF 9

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A LEVEL 2 PLAN
 G004 SCALE: 1/4" = 1'-0" 

NO.	DATE	BY	APPR.	REVISIONS

Approved By		A102_PLAN_LVL2.dwg	
ENGINEERING MANAGER	DATE	DESIGNED BY	DATE
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE



PERMIT SUBMITTAL

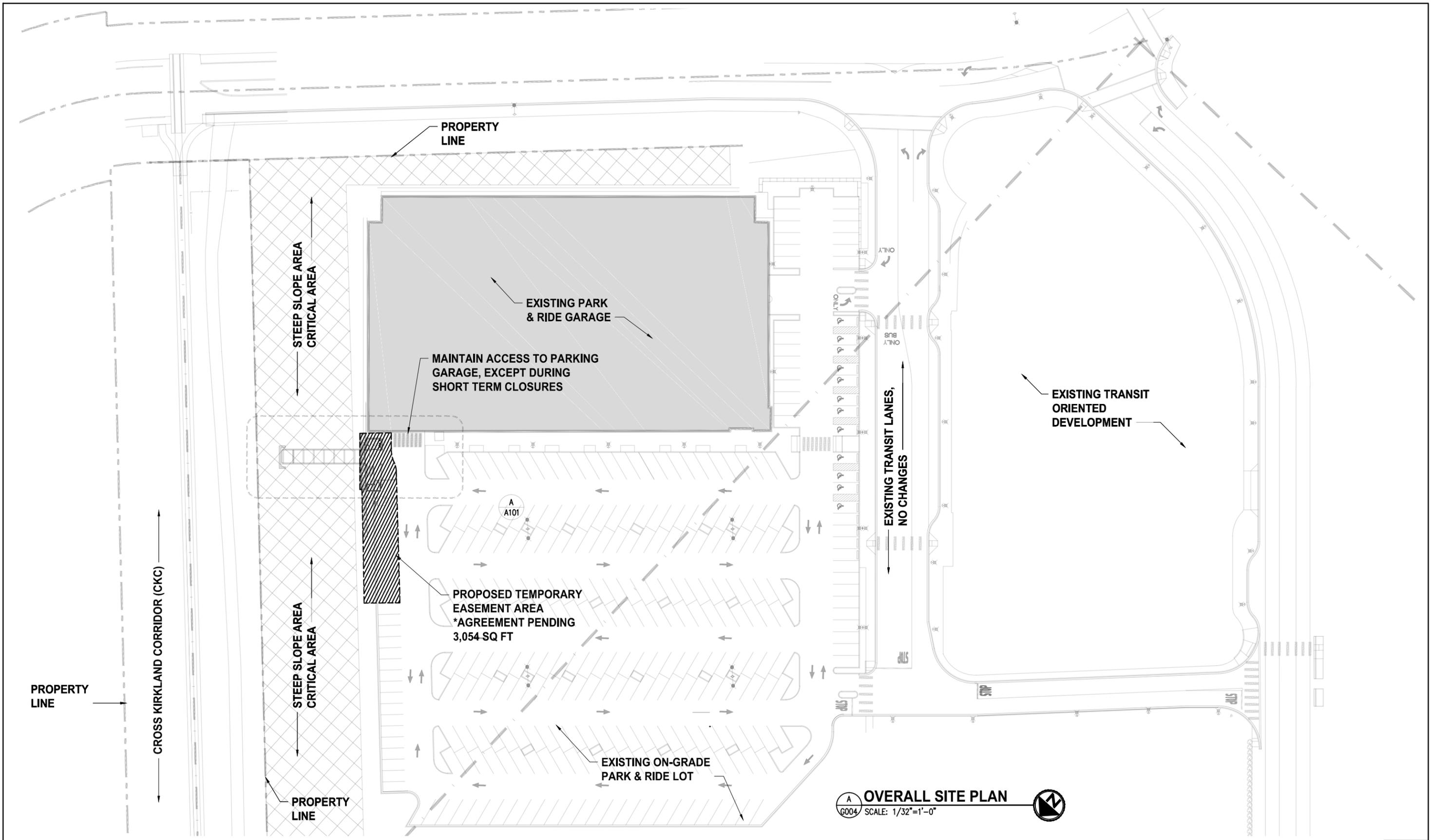


**CITY OF KIRKLAND
 PARK & RIDE CKC CONNECT**

ARCHITECTURAL PLAN LEVEL 2	
KPG PROJECT No. 13152	SHT 11 OF 50

A102

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A OVERALL SITE PLAN
G004 SCALE: 1/32"=1'-0"

NO.	DATE	BY	APPR.	REVISIONS

Approved By

ENGINEERING MANAGER	DATE
PROJECT MANAGER	DATE
PROJECT ENGINEER	DATE

G004_OVERALL SITE PLAN.dwg	
FILENAME	G BARBER
DESIGNED BY	J PALMER
DATE	SEPT 4 2014
DRAWN BY	DJ DEAN
CHECKED BY	
DATE	



PERMIT SUBMITTAL



**CITY OF KIRKLAND
PARK & RIDE CKC CONNECT**

GENERAL OVERALL SITE PLAN & CONSTRUCTION STAGING PLAN	
KPG PROJECT No. 13152	SHT 4 OF 50

EXHIBIT D

Form of Temporary Construction Easement (TCE)

WHEN Recorded Return to:

TEMPORARY CONSTRUCTION EASEMENT

Grantor: King County

Grantee: City of Kirkland

Abbreviated Legal Description: Por. Lot 3, Kirkland S.P. No. SUB 12-00390, King County Rec. No. 201220828900002, in King County, WA

Assessor’s Tax Parcel No.(s): 2025059081

Additional legals on Exhibits A-_____ attached hereto

THIS Temporary Construction Easement (“Easement” or “Agreement”) is granted by KING COUNTY, a home-rule charter county and successor in interest to the Municipality of Metropolitan Seattle, hereinafter called the “Grantor,” to CITY OF KIRKLAND, a municipal corporation and code city with a mayor-council form of government, hereinafter called the “Grantee.” Together, Grantor and Grantee are sometimes referred to herein as the “Parties” and individually as a “Party.”

RECITALS

1. Grantor is the owner of the property described in Exhibit A attached hereto (the “Property”).
2. Grantee desires a temporary construction easement over the Easement Area as described and shown in Exhibit B in order to install the improvements all in accordance with the plans prepared by _____, dated _____ (the “Plans” or “Improvements”) as shown on Exhibit C and attached hereto, in order to construct certain elevator/bridge-related improvements.
3. Grantor is authorized to grant utility easements and other interests pursuant to King County Code Section 4.56.115, and Grantor is willing to grant a temporary construction

easement to Grantee on the Property subject to the terms and conditions set forth in this Easement.

NOW, THEREFORE, for the consideration recited in this Easement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

EASEMENT TERMS AND CONDITIONS

1. Grant of Easement.

- A. Grantor hereby grants to Grantee a temporary construction easement to enter upon and have access to that portion of the Property described and illustrated in Exhibit B (the “Easement Area”) and by this reference incorporated herein for the purposes described in Section 2 below and subject to the limitations set forth therein. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such persons abide by the terms of this Easement.
- B. Grantee acknowledges and agrees that Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of as to, concerning, or with respect to:
- i. The value, nature, quality, or condition of the Easement Area, including, without limitation, the water, soil, and geology;
 - ii. The income, if any, to be derived from the Easement Area;
 - iii. The suitability of the Easement Area for any and all activities or uses which Grantee or anyone else may conduct thereon;
 - iv. The compliance of or by the Easement Area or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
 - v. The Easement Area’s habitability, merchantability, marketability, profitability, or fitness for a particular purpose;
 - vi. The manner or quality of the construction or materials, if any, incorporated into the Easement Area; or
 - vii. Any other matter with respect to the Easement Area; and Grantee specifically acknowledges and agrees that Grantor has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules,

regulations, orders, or requirements, including the existence in, on, or adjacent to the Easement Area of Hazardous Substances as defined in Section 13.B of this Easement.

- C. Grantee further acknowledges and agrees that, having been given the opportunity to inspect the Easement Area, Grantee is relying solely on its own investigation of the Easement Area and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided by Grantor with respect to the Easement Area was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.
- D. Grantee further acknowledges and agrees that Grantor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Easement Area, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person, and, to the maximum extent permitted by law, the use of the Easement Area as provided for herein is made on an “AS-IS” condition and basis with all faults, without any obligation on the part of Grantor to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Easement Area.

2. Purpose of Easement.

- A. The purpose of this Easement is to grant Grantee, its employees, contractors, agents, permittees, and licensees the right to enter upon the Easement Area at such times as may be necessary, for the purpose of constructing, installing or relocating the Improvements consistent with Exhibit C attached hereto.
- B. The easement rights granted herein are solely for the benefit of Grantee, and are personal to Grantee, its successors in interest and assigns.
- C. The parties acknowledge that the Improvements are being made to improve the connection between the Cross Kirkland Corridor and the County’s South Kirkland Park-and-Ride on the Property. The parties further acknowledge that Grantor intends to grant a Permanent Easement to Grantee so that Grantee may own, maintain, operate, repair, and otherwise be responsible for the completed Improvements. Grantee agrees that in partial consideration of this Easement, and as a condition of the Permanent Easement:
 - i. Grantee shall at all times protect the King County Wastewater Treatment Division’s Eastside Interceptor (ESI) sewer pipeline located in the Cross Kirkland

Corridor (CKC) adjacent to the South Kirkland Park-and-Ride from damage during the construction, maintenance, operation and repair of the Improvements;

- ii. Grantee shall construct the Improvements in strict conformance with the final approved plans and specifications, including any supplemental conditions reasonably required by King County Metro Transit Division pursuant to Section 5A of the Interlocal Agreement Regarding Elevator Project for Access Between the South Kirkland Park-and-Ride and the Cross Kirkland Corridor (“Interlocal Agreement”).
- iii. Grantee shall execute the Permanent Easement prior to the use of the completed Improvements and until the Permanent Easement is fully executed and recorded with the King County Recorder’s Office Grantee shall not use the completed Improvements and failure to comply with this section 2.C.iii shall constitute an event of default as provided in this Agreement. Grantor shall execute the Permanent Easement prior to or upon completion of the Improvements in accordance with this Easement.

3. Grantor’s Right to Review Grantee’s Construction Staging Plans.

Prior to its entry onto the Easement Area, Grantee shall, at its sole cost and expense, submit to Grantor for its review and approval, which approval shall not be unreasonably withheld, copies of the construction staging plans and specifications for the Improvements and detailing any existing trees and improvements to be removed. Grantor shall have ten (10) Business Days following receipt thereof to approve the construction staging plans and specifications for the Improvements (or any modification thereof) in writing or the same will be deemed disapproved. If Grantor submits objections or comments within the 10-day period, then Grantee shall revise the construction staging plans and specifications consistent with the objections or comments and shall resubmit the same to Grantor for further review until Grantee submittals have been approved.

4. Performance Bond and Additional Performance-Related Conditions.

A. Performance Bond.

Prior to commencing work on the Property, Grantee shall deliver to Grantor evidence of a performance bond, irrevocable letter of credit, or another commercially reasonable form of security acceptable to Grantor in an amount equivalent to one hundred percent (100%) of the estimated value of the completed Improvements, on a form acceptable to Grantor with a surety company or lender approved by Grantor, such approval not to be unreasonably withheld. Grantee shall notify the surety or lender of any changes in the work. Grantee shall promptly furnish Grantor with evidence of additional bond or other

security to protect Grantor and persons supplying labor or materials required for the Improvements if:

- i. Grantor has a reasonable objection to any surety or lender;
- ii. Any surety or lender fails to furnish reports on its financial condition pursuant to Grantor's request; or
- iii. The price to complete the Improvements increases beyond the stated amount of the bond or other security.

B. Additional Performance-Related Conditions.

Grantor hereby requires Grantee to perform additional conditions as specified in Addendum "A" attached hereto and made a part hereof by this reference.

5. Restoration of Grantor's Improvements. If Grantor's existing improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement Area, then except for the Improvements and such other permanent alterations as may be allowed under Grantee's approved construction staging plans and specifications under Section 3 of this Easement, such disturbance or damage shall be restored or replaced in as good a condition as existed immediately before Grantee entered the Easement Area, including without limitation, the restoration of landscaping with vegetation of equivalent value. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition. Without limiting the generality of the foregoing sentence, Grantee shall completely remove any trees or curbing marked for removal and Grantee shall patch and fill any holes in any paving to provide a safe and level surface for pedestrian and vehicular use so as not to interfere with continued use of the Property as a transit center and park-and-ride with transit commuter parking. At Grantor's discretion, representatives of Grantor and Grantee shall jointly conduct a walk-through of the Easement Area after restoration to evaluate the state of the Easement Area. After such inspection, both representatives together will establish in writing any further restoration to be done by Grantee, the time schedule to perform such work and the inspection date of such work. If Grantor is satisfied with the condition of the Easement Area and the quality and extent of Grantee's restoration work, then Grantor will so notify Grantee in writing.

6. Grantor's Reserved Right to Use Easement Area.

A. Subject to Grantee's right to control access to the Easement Area for purposes of safety and construction under Paragraph B of this Section 6, Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing improvements located in the Easement Area so long as such use does not unreasonably

interfere with Grantee's rights under this Easement, including without limitation the special conditions listed in Addendum A, attached hereto and made a part hereof.

- B. Grantee's use of the Easement Area shall be non-exclusive; provided, that Grantee may fence the Easement Area during the Term, and Grantee may limit access to such fenced portion or portions of the Easement Area for reasons of safety and construction site security, and Grantee shall install such construction barricades, fencing and signage as may be required to protect the safety of persons and property using the Easement Area or the surrounding Property during the Term. Any such fencing shall be limited to the minimum area and duration necessary to accomplish Grantee's desired safety outcomes consistent with usual and ordinary construction practices. Provided, that Grantee acknowledges that Grantee may not fence any paved portion of the Easement Area that is used by Grantor's transit coaches or other vehicles for ingress and egress to and from the Property or to circulate within the Property.
- C. Grantee shall, at its sole cost and expense, upon completion of the Improvements, remove all construction debris, materials, equipment and vehicles from the Easement Area, and restore the surface of the Easement Area to a condition substantially identical to that which existed when Grantee first entered upon the Property, save and except for the area occupied by the completed Improvements.

7. Term of Easement.

- A. The term of this Easement is seven (7) months (the "Term"). The Term shall commence upon initiation of Grantee's construction activities within the Easement Area, but no sooner than _____, and shall remain in force until 11:59 P.M. on _____, or until Grantee completes construction of the Improvements and restoration of the Property, whichever occurs first.
- B. Grantee shall provide Ten (10) days prior written notice to Grantor prior to commencement of construction. The Term may be extended or renewed by mutual written consent of Grantor and Grantee and, if necessary, upon payment of additional consideration under Section 8 of this Easement.

8. Payment for Easement.

In consideration of the transit-related benefits afforded by the Improvements, Grantor shall charge Grantee a land-use fee of \$0 for use of the Easement Area under this TCE. Grantee shall pay the standard easement processing fee charged by King County Real Estate Services (\$3,000).

9. Binding Effect.

Until the expiration of the Term, the Easement granted hereby, and the duties, restrictions, limitations and obligations herein shall burden the Easement Area and shall be binding upon the Grantor and its respective successors, assigns, and lessees and each and every person who shall at any time have a fee, leasehold, or other interest in any part of the Easement Area during the Term.

10. Building Permits.

Grantee shall secure at its sole cost and expense all building and other permits, licenses, permissions, consents and approvals required to complete the Improvements within the Easement Area consistent with all applicable laws, rules, ordinances or regulations, including but not limited to permission from the owners of any and all third-party equipment, improvements, or utilities located within the Easement Area. Except for the County Contribution (see Interlocal Agreement, Section 2A) and King County staff time, the Improvements shall be completed by Grantee, at no cost or expense to Grantor, and shall be constructed in a good and workmanlike manner. When Grantee commences construction work it shall prosecute the same diligently and continuously to completion.

11. Safety.

Grantee shall take all appropriate measures to protect the safety of persons and property on adjoining portions of the Property or other land while using the Easement Area. Grantee shall use its best efforts to minimize the impact on the remainder of the Property, including but not limited to, the installation of dust and debris barriers, if necessary during the construction process, and shall not damage any part of the Property or any vehicles that may be parked on or otherwise use the Property outside of the Easement Area. If the Easement Area or the Property or any improvements located thereon or any vehicles parked on the Property outside of the Easement Area are damaged or destroyed by the exercise of the rights granted by and through this Easement to Grantee or Grantee's contractors, subcontractors, suppliers, employees, agents, licensees or invitees, then Grantee shall repair the damage to any vehicles, the Easement Area or the Property and restore the Easement Area or the Property to good condition and repair. Grantee shall not park or allow its contractors, suppliers, or other agents to park construction vehicles on the Property outside of the Easement Area.

12. Liens.

Grantee shall not suffer or permit any lien, charge, security interest or encumbrance (collectively, "Liens") to be filed against the Property in connection with or arising under this Easement or relating to the Improvements. If any such Lien is filed, Grantee shall within thirty (30) days following the attachment of same, remove and discharge any and all such Liens. Grantee may contest the validity or amount of any such Lien in good faith provided that within thirty (30) days after the filing of any such Lien, Grantee discharges

such Lien of record or records a bond which eliminates said Lien as an encumbrance against the Property. Grantee shall indemnify, protect, defend and hold Grantor harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Liens, which indemnification shall survive the expiration or termination of this Agreement.

13. Easement Area Maintenance.

Grantee shall, at its sole cost and expense, maintain the Easement Area in good condition and repair throughout the term of this Agreement.

A. Without limiting the generality of the foregoing sentence, Grantee shall: (i) shall not commit or suffer any waste upon the Easement Area or the Property; (ii) shall not do or permit anything to be done in, on or about the Property or the Easement Area that is illegal or unlawful; and (iii) comply with all environmental, health and safety requirements imposed by the permitting jurisdictions or other governmental authorities or Environmental Laws as defined in Paragraph B of this Section 13 and all requirements of law that may be applicable to Grantee's use of the Easement Area.

B. Environmental Requirements.

- i. Grantee represents, warrants and agrees that it shall conduct its activities related to the Easement Area in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the Model Toxics Control Act, RCW chapter 70.105D, and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.
- ii. Grantee shall not bring toxic or hazardous substances upon the Easement Area without Grantor's express written permission and under such terms and conditions as may be specified by Grantor. For the purposes of this Easement, "Hazardous Substances," shall include all those substances identified as hazardous or toxic under the Environmental Laws, and shall include any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, and which are regulated or controlled as

such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended, including but not limited to gasoline and other petroleum products. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

- iii. Grantee agrees to cooperate in any environmental investigations conducted by or at the direction of Grantor or any state, federal, or local agency with jurisdiction where there is evidence of contamination on the Property, or where Grantor is directed to conduct such audit by an agency or agencies having jurisdiction. Grantee shall reimburse Grantor for the cost of such investigations, where the need for said investigation is reasonably and finally determined to be caused by Grantee's acts or omissions. Grantee shall provide Grantor with notice of any inspections of the Easement Area, notices of violations, and orders to clean up contamination. Grantee shall permit Grantor to participate in all settlement or abatement discussions. If Grantee fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within thirty (30) days of such notice, Grantor may elect to perform such work, and Grantee covenants and agrees to reimburse Grantor for all commercially reasonable direct and indirect costs associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.
- iv. For the purposes of this Section 13.B (Environmental Requirements), "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with the Environmental Laws, or any of them.
- v. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, causes of action, administrative proceedings, obligations, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties (whether civil or criminal), fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances released or otherwise located on the Easement Area as a result of Grantee's acts or omissions on the Easement Area or in connection with Grantee's exercise of its rights under this Easement, including but not limited to Hazardous Substances that may have migrated from the Easement Area through water or soil to other properties. Grantee further agrees to defend, indemnify and hold Grantor harmless from any and all liability arising from Grantee's offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Easement Area by or on behalf of Grantee. Grantee expressly waives and releases its right to seek cleanup contribution or any other form of recovery from Grantor under MTCA (RCW 70.105D) and CERCLA (42 U.S.C. 9601 et seq.), but only to the extent arising

out of or relating to Grantee's activities on the Property during the Term of this Easement or otherwise in connection with the Easement Area, the Improvements, or any of them.

- vi. The provisions of this Section 13.B (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 13.B is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

14. Indemnity.

Grantee shall protect, defend, indemnify and hold Grantor and its officials, officers and employees harmless (except to the extent caused by the gross negligence of Grantor or any such official, officer or employee acting within the scope of such person's employment or office) from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description and for any personal injury or loss to or damage or destruction of property suffered by Grantor arising out of Grantee's exercise of its rights under this Agreement or the completion of the Improvements by Grantee or Grantee's officers, employees, agents, consultants, contractors or subcontractors of all tiers or any of their respective officers, employees or agents. Provided, that if any such claims are caused by or result from the concurrent negligence of (a) Grantor or its agents, successors, or assigns and (b) Grantee, or its agents, successors, or assigns, and such concurrent negligence involves those actions covered by RCW 4.24.115, then this Section 14 shall be valid and enforceable only to the extent of the negligence of Grantee, or its agents, successors, or assigns. The foregoing indemnification is specifically and expressly intended to include, but is not limited to, all claims against Grantor by an employee or former employee of Grantee or its consultants, contractors and subcontractors; and Grantee expressly waives, as respect Grantor only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide Grantor with a complete indemnity for the actions of Grantee's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties and this indemnification shall survive the expiration or termination of this Agreement.

15. Grantee Insurance.

- A. Grantee shall maintain, and cause its contractor to maintain, the following minimum insurance: (a) commercial general liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence covering any claim, personal injury or property damage, including coverage for contractual liability, arising in connection with the presence of Grantee or its officers, agents, employees, consultants,

contractors, subcontractors or any of their respective officers, agents or employees on the Property or the Easement Area; (b) business automobile liability (owned, hired or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1,000,000 per occurrence; (c) employer's liability insurance with limits of not less than \$1,000,000 per occurrence; and (d) worker's compensation insurance (as required by law). All such insurance shall: (i) be endorsed to name Grantor as an additional insured; (ii) be endorsed to provide that it is primary with and non-contributing with, any insurance maintained by Grantor; (iii) contain a severability of interest provision in favor of Grantor; (iv) contain a waiver of any rights of subrogation against Grantor; and (v) be issued by an insurance company authorized to do business in the State of Washington with a Best's rating of not less than A:VIII. The insurance coverage and limits set forth herein shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Grantee's duty to carry adequate insurance or liability for losses, claims, liabilities or damages arising under this Easement. Upon written demand by Grantor, Grantee shall deliver to Grantor copies of all relevant insurance policies or certificates of insurance verifying such coverage.

- B. With respect to Grantee, the above insurance requirements shall be fulfilled by Grantee's membership in and coverage with Washington Cities Insurance Authority, a self-insured liability risk pool.
- C. Grantee shall cause any consultant or subcontractor hired to provide work or services in connection with the development of the Improvements to maintain the minimum insurance amounts and coverages set forth in Section 15.A and to meet all other insurance-related requirements set forth in that section, except that for such consultants and subcontractors the \$5 million commercial general liability insurance amount specified in Section 15.A.(a) may be reduced to \$2 million combined single limit per occurrence.

16. General Terms and Conditions.

- A. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement nor the intent of any provision hereof.
- B. Grantee may not assign this Easement without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.
- C. This Easement, the permanent easement, and the Interlocal Agreement constitute the entire agreement of the Parties with respect to the subject matter hereto. There are no other verbal or written agreements between the Parties regarding the subject matter herein. This Easement cannot be amended except by an instrument in writing signed

by the Parties hereto. The rights, duties and obligations of the Parties under this Easement shall survive the expiration or other termination of this Easement.

PROVIDED, if there is any conflict or ambiguity as between this Easement and any permanent easement or easements granted by Grantor to Grantee and recorded in the real property records of King County in connection with the Improvements described in Exhibits C and D attached hereto, then the permanent easement or easements shall prevail.

- D. If any term of this Easement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, then the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.
- E. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington without regard to its choice of law rules or conflicts of law provisions, and venue shall lie exclusively in King County Superior Court in Seattle, Washington. The Parties each waive their respective right to file suit elsewhere or in any other court.
- F. In the event either party employs an attorney to enforce any of the provisions of this Agreement via litigation, mediation, or arbitration, then the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with such action.
- G. Time is of the essence in the performance of this Agreement.
- H. This Easement may be executed in counterparts each of which is an original and all of which shall constitute but one original.
- I. This Easement creates no right, duty, privilege, obligation, cause of action, or any other interest in any person or entity not a party to it.
- J. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of King County or the City of Kirkland.

K. Any terms and provisions of this Easement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Easement, and all outstanding or remaining obligations accrued prior to the end of the Term of this Easement, shall survive the end of the Term of this Easement.

L. The Parties hereby acknowledge and agree that:

- i. Each Party hereto is of equal bargaining strength;
- ii. Each Party has actively participated in the drafting, preparation and negotiation of this Easement;
- iii. Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Easement;
- iv. Each Party and its counsel and advisors have reviewed this Easement, or had the opportunity to do so;
- v. Each Party has agreed to enter into this Easement following such review and the rendering of such advice; and
- vi. Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Easement, or any portion hereof, or any amendments hereto.

M. Grantee shall complete and submit any Real Estate Excise Tax Affidavit required in connection with this Easement and shall pay any Real Estate Excise Tax and related fees due upon this transaction. Upon review and approval, such approval not to be unreasonably withheld, Grantor shall sign and return to Grantee the completed Real Estate Excise Tax Affidavit.

N. Grantee shall pay all closing costs, recording fees, and other third-party transactional costs in connection with the granting of this Easement.

17. Notice.

Any notice permitted or required to be given by either Party to this Easement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor:

King County Metro Transit
201 South Jackson Street, Suite 400
Seattle, WA 98104-3856
Attn: General Manager

If to Grantee:

City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
Attn: Public Works Director

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective three (3) days after mailing or upon delivery as described above.

18. Breach; Remedies for Default.

- A. Default by Grantee. A material default under this Easement by Grantee shall include, without limitation, the occurrence of any one or more of the following events:
- i. Grantee shall have failed to pay any payment required hereunder within ten (10) business days following the date where such failure shall continue for a period of an additional ten (10) business days after written notice from Grantor; or
 - ii. Grantee shall have failed to perform any other obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantor, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantee diligently and continuously attempts to do so;
 - iii. Any of the following occur:
 - a. Grantee makes a general assignment or general arrangement for the benefit of creditors;
 - b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantee (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantee as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantor with adequate assurance

that the bankruptcy trustee and/or the Grantee has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assured Grantor that the bankruptcy trustee and/or Grantee will have sufficient funds and/or income to fulfill the obligations of Grantee under this Easement);

- c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- d. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- e. Substantially all of Grantee's assets or Grantee's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.
- f. Grantee fails to execute the Permanent Easement.

B. Default by Grantor. A material default under this Easement by Grantor shall include, without limitation, the occurrence of any one or more of the following events:

- i. Grantor shall have failed to perform any obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantee, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantor diligently and continuously attempts to do so;
- ii. Any of the following occur:
 - a. Grantor makes a general assignment or general arrangement for the benefit of creditors;
 - b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantor (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantor as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantee with adequate assurance that the bankruptcy trustee and/or the Grantor has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Grantee that the bankruptcy trustee

and/or Grantor will have sufficient funds and/or income to fulfill the obligations of Grantor under this Easement);

- c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
- d. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
- e. Substantially all of Grantor's assets or Grantor's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

C. Remedies. All remedies under this Easement are cumulative and shall be deemed additional to any and all other remedies to which either Party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Easement, the non-breaching or non-defaulting Party shall, in addition to all other remedies under this Easement or at law or at equity, shall have the right to specifically enforce the terms of this Easement. Notwithstanding anything in this Easement to the contrary, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages which arise from or are incurred by reason of such default or negligent acts or omissions of the other Party, and each Party hereto waives, to the maximum extent permitted by law, any right it may have to claim or recover any special, indirect, incidental, consequential or punitive damages of any kind or nature, even if it has been advised of the possibility of such damages. In the event of a default by Grantee under this Easement that has not been cured by Grantee within the applicable cure period provided above, Grantor may terminate this Easement if such default remains uncured for thirty (30) days after a notice of such termination has been delivered by Grantor to Grantee.

19. Exhibits/Addendum.

The following Exhibits and Addendum are attached to this Easement and incorporated by this reference as if fully set forth herein.

- A. Legal Description of Property
 - B. Legal Description and Illustration of Temporary Construction Easement Area
 - C. Improvements
 - D. Form of Permanent Easement
- Addendum A: Special Conditions
Attachment A-1: Construction Vehicle Travel Control Plan
Attachment A-2: Traffic Control Plan

Exhibit A

Legal Description of Property

That certain real property located in King County, Washington, and more particularly described as follows:

Portion of Lot 3 of Kirkland Short Plat number SUB 12-00390 recorded under King County Recording No. 201220828900002 in King County, Washington.

ALSO KNOWN AS Assessor's Tax Parcel No. 2025059081, with a street address of 3677 108th Avenue NE, Bellevue, WA 98004.

Exhibit B

Legal Description and Illustration of Temporary Construction Easement Area

(Legal description and illustration of Temporary Construction Easement area to be inserted upon completion of final Project Plans)

Exhibit C

Improvements

(To be inserted upon completion of final Project Plans)

Exhibit D

Form of Permanent Easement

Addendum A

SPECIAL CONDITIONS

The following special conditions are hereby incorporated into and made a part of the Agreement:

Grantee shall:

- Maintain sidewalk access to the extent of existing sidewalks.
- Stay within the defined easement area, NO construction parking on the park-and-ride lot or garage. Grantee shall provide a construction parking plan to Grantor that does not utilize the park-and-ride lot or garage. Grantee may use not more than eleven (11) park-and-ride lot stalls for construction staging during the seven-month Term of the Easement, and not for construction parking. The 11 stalls that Grantee may use for construction staging are shown in attachment A-4 to these special conditions. Grantee may not use any other park-and-ride stalls for any other purpose. Grantee may propose night or weekend work in connection with some or all of the construction and Grantor and Grantee shall negotiate the terms and conditions under which such construction may take place.
- Keep Easement Area free of trash, litter, construction debris etc.
- Control dirt/mud from wheels of Trucks / equipment.
- Comply with Construction Vehicle Travel Control Plan and Traffic Control Plan, attachments A-1 and A-2 to these special conditions.
- Repair/restore any immediately observable damage to asphalt, concrete, curbs, and other improvements.
- Comply with Paving Damage Repair Provisions, attachment A-3 to these special conditions.
- Control/handle trench spoils to protect parking stalls and pedestrian areas from spill over.
- Maintain functional irrigation lines that service landscaping areas outside Temporary Construction Easement Area.
- Maintain functional perimeter lighting.
- Meet the conditions of the King County Wastewater Treatment Division (KCWTD) regarding protection of ESI sewer facilities within the permit area of the CKC during construction. These condition shall be stated on the final approved plan set or the letter to the city of Kirkland from KCWTD approving construction activity within the permit area of the CKC.

In addition, Grantee shall not impede transit coaches' ingress or egress to or from or circulation through the Property, unless prior coordination has occurred and approval has been given by Grantor's Construction Information Center at 206-684-2785 ("CIC") (minimum 5-business days' advance notice required). Before requesting that transit coach movements be restricted Grantee shall first make a good-faith effort to plan and implement the contemplated work so that interference with transit coach movements may be avoided to the maximum extent practicable.

Grantor Initial _____

Grantee Initial

Initial Initial Initial Initial

Attachments:

- A-1 Construction Vehicle Travel Control Plan
- A-2 Traffic Control Plan
- A-3 Paving Damage Repair Provisions
- A-4 Illustration of 11 Parking Stalls Available for Construction Staging

SPECIAL CONDITIONS

ATTACHMENT A-1

CONSTRUCTION VEHICLE TRAVEL CONTROL PLAN

1. At least 30 calendar days prior to construction Grantee shall provide a construction vehicle travel plan for review and approval by Grantor, illustrating the intended path or paths of travel in and out of the park-and-ride property, and listing proposed hours for construction access.
2. The approved travel plan will be attached to this Attachment A-1 when complete.
3. The City may consolidate the Construction Vehicle Travel Control Plan with the Traffic Control Plan set forth in Attachment A-2.

SPECIAL CONDITIONS

ATTACHMENT A-2

TRAFFIC CONTROL PLAN

1. At least 30 calendar days prior to construction Grantee shall provide a traffic control plan for review and approval by Grantor, illustrating all proposed flagger or traffic control locations and describing all measures that Grantee proposes to use to safely manage construction traffic, park-and-ride traffic, and general traffic in the vicinity of the Property during construction of the Project.
2. The approved traffic control plan will be attached to this Attachment A-2 when complete.
3. The City may consolidate the Traffic Control Plan with the Construction Vehicle Travel Control Plan set forth in Attachment A-1.

SPECIAL CONDITIONS

ATTACHMENT A-3

PAVING DAMAGE REPAIR PROVISIONS

1. Grantee acknowledges that bringing equipment, vehicles, or materials weighing 10,000 pounds or more onto the Property will exceed pavement weight limits, and will cause subsurface damage that may not be readily observable for months or even up to two years after Substantial Completion.
2. Grantee shall take all necessary precautions to prevent damage to asphalt or concrete surfaces during construction. Grantee shall avoid, minimize, and mitigate any and all impacts to asphalt or concrete due to the weight or motion of vehicles, equipment, or materials through all reasonable means, including but not limited to use of steel plates, for any vehicle, equipment, or materials that will be brought onto the lot and that will exceed 10,000 pounds gross weight.
2. At least 30 days before construction and **before** bringing any vehicle, equipment, or materials weighing 10,000 pounds or more onto any portion of the Property, Grantee shall submit a general description of its proposed mitigation measures of weight and load issues and a general description of the types of vehicles and equipment (including estimated weight) to be used during construction for review and approval by Transit's Design & Construction engineers. The approved mitigation measures shall be attached to this Attachment A-3 when complete.
3. Grantee shall be responsible for all costs associated with repairing any damage to the asphalt or concrete or to the substrate or other subsurface structures, including damage which may or may not be immediately present or observable.
4. For purposes of this Attachment A-3, "Substantial Completion" means:
 - (a) All elements required for the functioning of the Improvements shall be operational and in good working order and condition including satisfying applicable ADA building requirements and the Washington State Law Against Discrimination, RCW ch. 49.60, as well as regulations adopted thereunder, a temporary or permanent certificate of occupancy has been issued, and all construction-related permit conditions have been satisfied;
 - (b) Finish work on the Improvements is substantially completed, and all fire and life safety, sprinkler and electrical systems have been installed and are in good working order and condition, and all construction debris has been removed;
 - (c) all site utilities, sidewalks and landscaping are substantially completed and construction barricades and equipment have been removed;
 - (d) all entrances and exits to the Improvements and the Property are restored and completed;
 - (e) the access and security systems for the Improvements are installed and operational; and
 - (f) only minor punch-list items which do not materially affect use and occupancy of the Improvements remain to be completed.
5. Grantor shall monitor the subject asphalt and concrete pavement through its usual and ordinary facility inspection and monitoring process. If, at any time in the twenty-four calendar months after Substantial Completion, Grantor identifies any new, different, or unusual pavement failure and determines that such failure appears to be related to Grantee's construction of the Improvements, then Grantor shall promptly notify Grantee of a claim for damages to pavement and Grantor and Grantee shall jointly inspect the affected pavement. If Grantee disagrees with Grantor's assertion that the observed damage relates to construction of the Improvements then the parties shall enter into dispute resolution under Section 12 of the ILA regarding the Improvements.

SPECIAL CONDITIONS

ATTACHMENT A-4

**ILLUSTRATION OF ELEVEN PARK-AND-RIDE STALLS AVAILABLE TO
GRANTEE FOR CONSTRUCTION STAGING PURPOSES, AND NO OTHER
PURPOSE**

EXHIBIT E

Form of Permanent Easement for Elevator Project (Easement)

WHEN Recorded Return to:

PERMANENT EASEMENT

Grantor: King County

Grantee: City of Kirkland

Abbreviated Legal Description: Por. Lot 3, Kirkland S.P. No. SUB 12-00390, King County Rec. No. 201220828900002, in King County, WA

Assessor's Tax Parcel No.(s): 2025059081

Additional legals on Exhibits A-_____ attached hereto

THIS Easement ("Easement" or "Agreement") is granted by KING COUNTY, a home-rule charter county and successor in interest to the Municipality of Metropolitan Seattle, hereinafter called the "Grantor," to CITY OF KIRKLAND, a municipal corporation and code city with a council-manager form of government, hereinafter called the "Grantee." Together, Grantor and Grantee are sometimes referred to herein as the "Parties" and individually as a "Party."

RECITALS

1. Grantor is the owner of the property described in Exhibit A attached hereto (the "Property").
2. The Parties previously entered into an interlocal agreement regarding the design, construction, operation and maintenance of certain improvements intended to improve access between the Property and the Central Kirkland Connector Trail, which agreement was authorized by King County Council ordinance no. _____ (the "ILA").
3. The ILA contemplated that the Parties would enter into a temporary construction easement and a permanent easement to enable the City to construct, operate, and maintain the access structure on the Property.

4. In furtherance of the ILA, Grantor granted Grantee a temporary construction easement over the Property, identified by King County recording no. _____.
5. Consistent with the ILA, the City has constructed an access structure include stairs and an elevator as described and shown in Exhibit B in accordance with the plans prepared by _____, dated _____ (the “Plans” or “Improvements”), copies of which plans are on file with the Parties.
6. The Improvements were made to improve the connection between the Cross Kirkland Corridor and the County’s South Kirkland Park and Ride on the Property. The Improvements are now complete and, as contemplated in the ILA, Grantee desires a permanent easement over the Property as described and shown in Exhibit B in order to maintain the Improvements.
7. Ordinance no. _____ authorized Grantor to execute an easement substantially in the form of this Easement.

NOW, THEREFORE, as authorized by Ordinance _____, Grantor agrees to grant, and Grantee agrees to accept, an easement over that portion of the Property described and illustrated in Exhibit B, subject to and conditioned upon Grantee’s compliance with the following terms and conditions:

EASEMENT TERMS AND CONDITIONS

1. Grant of Easement.

- A. Grantor hereby grants to Grantee a permanent easement to enter upon and have access to that portion of the Property described and illustrated in Exhibit B (the “Easement Area”), for the purposes described in Section 2 below and subject to the limitations set forth in that Section. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such persons abide by the terms of this Easement.
- B. Grantee acknowledges and agrees that Grantor has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of as to, concerning, or with respect to:
 - i. The value, nature, quality, or condition of the Easement Area, including, without limitation, the water, soil, and geology;
 - ii. The income, if any, to be derived from the Easement Area;

- iii. The suitability of the Easement Area for any and all activities or uses which Grantee or anyone else may conduct thereon;
 - iv. The compliance of or by the Easement Area or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
 - v. The Easement Area's habitability, merchantability, marketability, profitability, or fitness for a particular purpose;
 - vi. The manner or quality of the construction or materials, if any, incorporated into the Easement Area; or
 - vii. Any other matter with respect to the Easement Area; and Grantee specifically acknowledges and agrees that Grantor has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules, regulations, orders, or requirements, including the existence in, on, or adjacent to the Easement Area of Hazardous Substances as defined in Section 13 of this Easement.
- C. Grantee further acknowledges and agrees that, having been given the opportunity to inspect the Easement Area, Grantee is relying solely on its own investigation of the Easement Area and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided by Grantor with respect to the Easement Area was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.
- D. Grantee further acknowledges and agrees that Grantor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Easement Area, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person, and, to the maximum extent permitted by law, the use of the Easement Area as provided for herein is made on an "AS-IS" condition and basis with all faults, without any obligation on the part of Grantor to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Easement Area.

2. Purpose of Easement.

- A. The purpose of this Easement is to grant Grantee, its employees, contractors, agents, permittees, and licensees the right to enter upon the Easement Area at such times as may be necessary, so that Grantee may own, maintain, operate, repair, and otherwise exercise its legal responsibility for the completed Improvements subject to the limitations set forth in this Easement. In addition, Grantee shall at all times protect the

King County Wastewater Treatment Division's Eastside Interceptor (ESI) sewer pipeline located in the Cross Kirkland Corridor (CKC) adjacent to the South Kirkland Park and Ride from damage during any, maintenance, operation and repair of the Improvements;

- B. The easement rights granted herein are solely for the benefit of Grantee, and are personal to Grantee, its successors in interest and assigns.

3. Grantee's Maintenance Duties.

- A. Grantee shall, at its sole cost and expense, maintain the Easement Area in good condition and repair throughout the term of this Easement. Grantee shall also maintain the Improvements in a good, safe, clean and neat condition suitable for use by the public. Grantee shall perform Minor Maintenance and Major Maintenance (each as defined herein) to keep the Improvements in such condition. All maintenance of the Improvements shall be completed by Grantee at no cost or expense to Grantor, and shall be performed in a good and workmanlike manner. When Grantee commences maintenance it shall prosecute the same diligently and continuously to completion.
- B. Without limiting the generality of Grantee's duties under Section 3.A, Grantee shall:
 - (i) not commit or suffer any waste upon the Easement Area or the Property; (ii) not do or permit anything to be done in, on or about the Property or the Easement Area that is illegal or unlawful; and (iii) comply with all environmental, health and safety requirements imposed by the permitting jurisdictions or other governmental authorities or Environmental Laws as defined in Section 13 of this Easement and all requirements of law that may be applicable to Grantee's use of the Easement Area.
- C. Minor Maintenance. Grantee may access the Property for performing Minor Maintenance without prior notice to Grantor provided that (i) Grantee accesses the Property from the adjacent CKC and does not bring any vehicles or large equipment onto the Property, and (ii) Grantee has previously provided a maintenance schedule to Grantor. In the event Grantee desires to bring one or more vehicles onto the Property to perform Minor Maintenance, Grantee shall notify Grantor at least 10 calendar days before performing Minor Maintenance on the Improvements on the Property. Subject to dispute resolution under Section 18.C, and in addition to the conditions set forth in the Addendum to this Easement, Grantor shall have the right, but not the duty, to impose reasonable safety-related conditions on Grantee's access to the Property for Minor Maintenance-related purposes. The notice-and-review process required in this Section 3.C may be satisfied by email communications between the Parties' designated representatives. Subject to the foregoing notice-and-approval requirements (to the extent they are applicable), Grantee may enter upon the Easement Area to perform Minor Maintenance of the Improvements. In performing Minor Maintenance, Grantee shall use its best efforts to avoid any disruption of ongoing transit-related uses

of the Property, including but not limited to transit-coach operations, transit facility maintenance, security operations, and use of the Property as a park-and-ride facility by the public. For emergency work constituting Minor Maintenance, Grantee shall use its best efforts to coordinate with Grantor regarding the work, and shall notify Grantor within 24 hours of commencing the emergency work. For purposes of this Easement, Minor Maintenance includes, but is not limited to: Routine inspection and cleaning, including sweeping, washing, graffiti removal, and trash removal; repair and replacement of light fixtures, signage, and other minor fixtures; periodic inspection and maintenance of elevator equipment or fire suppression equipment; adjustment or replacement of minor hardware; and minor touch-up of paint or other coatings. Minor Maintenance excludes all work fairly characterized as Major Maintenance under Section 3.D of this Easement. If the Parties disagree whether a particular task or activity constitutes Minor Maintenance or Major Maintenance, then they shall enter into dispute resolution under Section 18.C of this Easement.

- D. Major Maintenance. Prior to performing Major Maintenance of the Improvements within the Easement Area on the Property, Grantee shall, at its sole cost and expense, submit to Grantor for its review and approval, which approval shall not be unreasonably withheld, copies of the Major Maintenance plans and specifications for the Improvements, including Grantee's plans to avoid interference with Transit-related functions and activities on the Property. Grantor shall have twenty (20) calendar days following receipt thereof to approve the Major Maintenance for the Improvements (or any modification thereof) in writing or the same will be deemed disapproved. If Grantor submits objections or comments within the 10-day period, then Grantee shall revise the Major Maintenance plans and specifications consistent with the objections or comments and shall resubmit the same to Grantor for further review until Grantee submittals have been approved. For emergency work constituting Major Maintenance, Grantee shall use its best efforts to coordinate with Grantor regarding the work, and shall notify Grantor within 24 hours of commencing the emergency work. For purposes of this Easement, "Major Maintenance" includes all work not fairly characterized as Minor Maintenance under Section 3.C, including but not limited to: Overhaul or replacement of elevator equipment; any structural repairs to the Improvements, including steel work or concrete work; replacement of more than two glass panels at any one time; repair or replacement of entire systems or subsystems, such as electrical systems, fire suppression systems, drainage systems, communication systems, or security systems; any cleaning or repair that requires the Improvements to be closed to public use for a continuous period of 12 hours or more; and any work that requires scaffolding, or that requires a vehicle larger than a full-size pickup truck ("full-size" meaning a truck with an 4'x8' bed or less), or that requires equipment larger than a 2-person aerial work platform (i.e. "cherry picker" or scissor lift).

4. Additional Performance-Related Conditions.

Grantee shall comply with all additional conditions specified in Addendum “A” attached hereto.

5. Restoration of Grantor’s Improvements.

- A. Grantee shall, at its sole cost and expense, upon completion of any maintenance, remove all debris, materials, equipment and vehicles from the Easement Area, and restore the surface of the Easement Area to a condition substantially identical to that which existed when Grantee first entered upon the Property, save and except for the area occupied by the completed Improvements.
- B. If Grantor’s existing improvements in the Easement Area are disturbed or damaged by Grantee’s use of the Easement Area, then except for the Improvements such disturbance or damage shall be restored or replaced in as good a condition as existed immediately before Grantee entered the Easement Area, all at Grantee’s sole cost and expense, including, without limitation, the restoration of landscaping with vegetation of equivalent value. Without limiting the generality of the foregoing sentence, Grantee shall always provide a safe and level surface for pedestrian and vehicular use around the perimeter of the Easement Area so as not to interfere with continued use of the Property as a transit center and park and ride with transit commuter parking. At Grantor’s discretion, representatives of Grantor and Grantee shall jointly conduct a walk-through of the Easement Area after restoration to evaluate the state of the Easement Area. After such inspection, both representatives together will establish in writing any further restoration to be done by Grantee, the time schedule to perform such work and the inspection date of such work. If Grantor is satisfied with the condition of the Easement Area and the quality and extent of Grantee’s restoration work, then Grantor will so notify Grantee in writing.

6. Grantor’s Reserved Right to Use Easement Area.

Grantee’s use of the Easement Area shall be non-exclusive. Grantor retains the right to use and enjoy the Easement Area, including the right to use existing improvements located in the Easement Area so long as such use does not unreasonably interfere with Grantee’s rights under this Easement, including without limitation the special conditions listed in Addendum A, attached hereto and made a part hereof.

7. Term of Easement.

The term of this Easement is permanent unless there is an event of default that Grantee has failed to cure and Grantor, by ordinance of the King County Council, is authorized to

terminate the Easement. In addition, if Grantee demolishes and removes the Improvements from the Property, then this Easement shall terminate effective as of the date that Grantor accepts Grantee's restoration of the Easement Area under Section 5, and such termination shall occur and be effective without further act of the Parties.

8. Payment for Easement.

In consideration of the transit-related benefits afforded by the Improvements, Grantor shall charge Grantee a land-use fee of \$0 for use of the Easement Area. Grantee shall pay the standard easement processing fee charged by King County Real Estate Services (\$3,000).

9. Binding Effect.

Unless terminated under Section 7 of this Easement, the Easement granted hereby, and the duties, restrictions, limitations and obligations herein shall burden the Easement Area and shall be binding upon the Grantor and its successors, assigns, and lessees and each and every person who shall at any time have a fee, leasehold, or other interest in any part of the Easement Area.

10. Permits.

Grantee shall secure at its sole cost and expense all building and other permits, licenses, permissions, consents and approvals required to operate and maintain the Improvements within the Easement Area consistent with all applicable laws, rules, ordinances or regulations, including but not limited to permission from the owners of any and all third-party equipment, improvements, or utilities located within the Easement Area.

11. Safety and Convenience.

Grantee shall take all appropriate measures to protect the safety of persons and property on adjoining portions of the Property or other land while using the Easement Area, and shall avoid, to the maximum extent practicable, any interference with the ongoing use of the Property as a transit center for park and ride purposes. Grantee shall use its best efforts to minimize the impact of its use on the remainder of the Property, including but not limited to, the installation of dust and debris barriers, if necessary during the maintenance process, and shall not damage any part of the Property or any vehicles that may be parked on or otherwise use the Property outside of the Easement Area. If the Easement Area or the Property or any improvements located thereon or any vehicles parked on the Property outside of the Easement Area are damaged or destroyed by Grantee's exercise of the rights granted by and through this Easement to Grantee or by Grantee's contractors, subcontractors, suppliers, employees, agents, licensees or invitees, then Grantee shall repair the damage to any vehicles, the Easement Area or the Property and shall restore the

Easement Area or the Property to good condition and repair, all at Grantee's sole cost and expense. Grantee shall not park or allow its contractors, suppliers, or other agents to park construction vehicles on the Property outside of the Easement Area without separate written permission from Grantor, which permission may be in the form of a special use permit, a temporary easement, or another form of authorization.

12. Liens.

Grantee shall not suffer or permit any lien, charge, security interest or encumbrance (collectively, "Liens") to be filed against the Property in connection with or arising under this Easement or relating to the Improvements. If any such Lien is filed, Grantee shall within thirty (30) days following the attachment of same, remove and discharge any and all such Liens. Grantee may contest the validity or amount of any such Lien in good faith provided that within thirty (30) days after the filing of any such Lien, Grantee discharges such Lien of record or records a bond which eliminates said Lien as an encumbrance against the Property. Grantee shall indemnify, protect, defend and hold Grantor harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Liens, which indemnification shall survive the expiration or termination of this Easement.

13. Environmental Matters.

- A. Grantee represents, warrants and agrees that it shall conduct its activities related to the Easement Area in compliance with all applicable environmental laws. As used in this Easement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the Model Toxics Control Act, RCW chapter 70.105D, and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.
- B. Grantee shall not bring toxic or hazardous substances upon the Easement Area without Grantor's express written permission and under such terms and conditions as may be specified by Grantor. For the purposes of this Easement, "Hazardous Substances," shall include all those substances identified as hazardous or toxic under the Environmental Laws, and shall include any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, and which are regulated or controlled as such by any applicable federal, state or local laws,

ordinances or regulations as now existing or hereafter amended, including but not limited to gasoline and other petroleum products. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

- C. Grantee agrees to cooperate in any environmental investigations conducted by or at the direction of Grantor or any state, federal, or local agency with jurisdiction where there is evidence of contamination on the Property, or where Grantor is directed to conduct such audit by an agency or agencies having jurisdiction. Grantee shall reimburse Grantor for the cost of such investigations, where the need for said investigation is reasonably and finally determined to be caused by Grantee's acts or omissions. Grantee shall provide Grantor with notice of any inspections of the Easement Area, notices of violations, and orders to clean up contamination. Grantee shall permit Grantor to participate in all settlement or abatement discussions. If Grantee fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within thirty (30) days of such notice, Grantor may elect to perform such work, and Grantee covenants and agrees to reimburse Grantor for all commercially reasonable direct and indirect costs associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.
- D. For the purposes of this Section 13 (Environmental Requirements), "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with the Environmental Laws, or any of them.
- E. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, causes of action, administrative proceedings, obligations, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties (whether civil or criminal), fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances released or otherwise located on the Easement Area as a result of Grantee's acts or omissions on the Easement Area or in connection with Grantee's exercise of its rights under this Easement, including but not limited to Hazardous Substances that may have migrated from the Easement Area through water or soil to other properties. Grantee further agrees to defend, indemnify and hold Grantor harmless from any and all liability arising from Grantee's offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Easement Area by or on behalf of Grantee. Grantee expressly waives and releases its right to seek cleanup contribution or any other form of recovery from Grantor under MTCA (RCW 70.105D) and CERCLA (42 U.S.C. 9601 et seq.), but only to the extent arising out of or relating to Grantee's activities on the Property during the Term of this Easement or otherwise in connection with the Easement Area, the Improvements, or any of them.

F. The provisions of this Section 13 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 13 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

14. Indemnity.

Grantee shall protect, defend, indemnify and hold Grantor and its officials, officers and employees harmless (except to the extent caused by the gross negligence of Grantor or any such official, officer or employee acting within the scope of such person's employment or office) from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description and for any personal injury or loss to or damage or destruction of property suffered by Grantor arising out of Grantee's exercise of its rights under this Easement or the completion of the Improvements by Grantee or Grantee's officers, employees, agents, consultants, contractors or subcontractors of all tiers or any of their respective officers, employees or agents. Provided, that if any such claims are caused by or result from the concurrent negligence of (a) Grantor or its agents, successors, or assigns and (b) Grantee, or its agents, successors, or assigns, and such concurrent negligence involves those actions covered by RCW 4.24.115, then this Section 14 shall be valid and enforceable only to the extent of the negligence of Grantee, or its agents, successors, or assigns. The foregoing indemnification is specifically and expressly intended to include, but is not limited to, all claims against Grantor by an employee or former employee of Grantee or its consultants, contractors and subcontractors; and Grantee expressly waives, as respect Grantor only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide Grantor with a complete indemnity for the actions of Grantee's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties and this indemnification shall survive the expiration or termination of this Easement.

15. Grantee Insurance.

Grantee shall maintain, and cause any consultant, contractor or subcontractor hired to provide work or services in connection with the development of the Improvements to maintain, the following minimum insurance: (a) commercial general liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence covering any claim, personal injury or property damage, including coverage for contractual liability, arising in connection with the presence of Grantee or its officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees on the Property or the Easement Area; (b) business automobile liability

(owned, hired or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1,000,000 per occurrence; (c) employer's liability insurance with limits of not less than \$1,000,000 per occurrence; and (d) worker's compensation insurance (as required by law). All such insurance shall: (i) be endorsed to name Grantor as an additional insured; (ii) be endorsed to provide that it is primary with and non-contributing with, any insurance maintained by Grantor; (iii) contain a severability of interest provision in favor of Grantor; (iv) contain a waiver of any rights of subrogation against Grantor; and (v) be issued by an insurance company authorized to do business in the State of Washington with a Best's rating of not less than A:VIII. The insurance coverage and limits set forth herein shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Grantee's duty to carry adequate insurance or liability for losses, claims, liabilities or damages arising under this Easement. Upon written demand by Grantor, Grantee shall deliver to Grantor copies of all relevant insurance policies or certificates of insurance verifying such coverage.

16. General Terms and Conditions.

- A. The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement nor the intent of any provision hereof.
- B. Grantee may not assign this Easement without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.
- C. This Easement, its attachments, and the ILA together constitute the entire agreement of the Parties with respect to the subject matter hereto. There are no other verbal or written agreements between the Parties regarding the subject matter herein. This Easement cannot be amended except by an instrument in writing signed by the Parties hereto
- D. If any term of this Easement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- E. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington without regard to its choice of law rules or conflicts of law provisions, and venue shall lie exclusively in King County Superior Court in Seattle, Washington. The Parties each waive their respective right to file suit elsewhere or in any other court.

- F. In the event either party employs an attorney to enforce any of the provisions of this Easement via litigation, mediation, or arbitration, then the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with such action.
- G. Time is of the essence in the performance of this Easement.
- H. This Easement may be executed in counterparts each of which is an original and all of which shall constitute but one original.
- I. This Easement creates no right, duty, privilege, obligation, cause of action, or any other interest in any person or entity not a party to it.
- J. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of King County or the City of Kirkland.
- K. Any terms and provisions of this Easement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Easement, and all outstanding or remaining obligations accrued prior to the end of the Term of this Easement, shall survive the end of the Term of this Easement.
- L. The Parties hereby acknowledge and agree that:
 - i. Each Party hereto is of equal bargaining strength;
 - ii. Each Party has actively participated in the drafting, preparation and negotiation of this Easement;
 - iii. Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Easement;
 - iv. Each Party and its counsel and advisors have reviewed this Easement, or had the opportunity to do so;
 - v. Each Party has agreed to enter into this Easement following such review and the rendering of such advice; and
 - vi. Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Easement, or any portion hereof, or any amendments hereto.

M. Grantee shall complete and submit any Real Estate Excise Tax Affidavit required in connection with this Easement and shall pay any Real Estate Excise Tax and related fees due upon this transaction. Upon review and approval, such approval not to be unreasonably withheld, Grantor shall sign and return to Grantee the completed Real Estate Excise Tax Affidavit.

N. Grantee shall pay all closing costs, recording fees, and other third-party transactional costs in connection with the granting of this Easement.

17. Notice.

Any notice permitted or required to be given by either Party to this Easement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor:

King County Metro Transit
201 South Jackson Street, Suite 400
Seattle, WA 98104-3856
Attn: General Manager

If to Grantee:

City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
Attn: Public Works Director

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective three (3) days after mailing or upon delivery as described above.

18. Breach; Dispute Resolution; Remedies for Default.

A. Default by Grantee. A material default under this Easement by Grantee shall include, without limitation, the occurrence of any one or more of the following events:

- i. Grantee shall have failed to pay any payment required hereunder within ten (10) business days following the date where such failure shall continue for a period of an additional ten (10) business days after written notice from Grantor; or

ii. Grantee shall have failed to perform any other obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantor, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantee diligently and continuously attempts to do so;

iii. Any of the following occur:

- a. Grantee makes a general assignment or general arrangement for the benefit of creditors;
- b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantee (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantee as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantor with adequate assurance that the bankruptcy trustee and/or the Grantee has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assured Grantor that the bankruptcy trustee and/or Grantee will have sufficient funds and/or income to fulfill the obligations of Grantee under this Easement);
- c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- d. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- e. Substantially all of Grantee's assets or Grantee's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

B. Default by Grantor. A material default under this Easement by Grantor shall include, without limitation, the occurrence of any one or more of the following events:

- i. Grantor shall have failed to perform any obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantee, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantor diligently and continuously attempts to do so;

- ii. Any of the following occur:
 - a. Grantor makes a general assignment or general arrangement for the benefit of creditors;
 - b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantor (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantor as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantee with adequate assurance that the bankruptcy trustee and/or the Grantor has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Grantee that the bankruptcy trustee and/or Grantor will have sufficient funds and/or income to fulfill the obligations of Grantor under this Easement);
 - c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
 - d. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
 - e. Substantially all of Grantor's assets or Grantor's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

C. Dispute Resolution.

- i. Procedures Mandatory. Any dispute between the Parties under this Easement shall, as a condition precedent to litigation, first be subject to the dispute resolution procedures set forth in this Section 18.C.
- ii. Negotiated Settlement. The first step in the dispute resolution process settlement of the dispute, as follows:
 - a. A Party desiring to initiate settlement negotiations (the "Initiating Party") may do so by giving written notice to the other Party (the "Responding Party") of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to

mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.

- b. The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party's position in the dispute.
 - c. The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.
 - d. Within fourteen (14) days after the Initiating Party gives notice of a dispute, (1) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party's position in the dispute; (2) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (3) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.
- iii. Mediation. Any dispute which is not resolved by direct discussions and negotiations as provided herein shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association or such other rules as the Parties may agree to use. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation. Grantee, on the one hand, and Grantor, on the other hand, shall each be responsible for 50% of the mediation expenses. The Parties shall conclude mediation proceedings under this Section 18.C within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.

- iv. **Optional Arbitration.** The Parties may, by mutual written agreement, submit any particular claim or dispute to binding arbitration following the American Arbitration Commercial Arbitration Rules, provided, that in the event the individual arbitrators selected by the Parties cannot agree to a unanimous award, then the third arbitrator appointed by the two party-selected arbitrators shall render the award alone after consideration of the respective Parties' arbitrators.
 - v. **No Prejudice.** Provided the Initiating Party has complied with the requirements for giving notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures. Positions expressed, responses given, and information submitted in any dispute resolution process under this Section 18.C shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.
 - vi. **Emergency.** If Grantor or Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of the Improvements or the Property, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this Section 18.C.
- D. **Remedies.** All remedies under this Easement are cumulative and shall be deemed additional to any and all other remedies to which either Party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Easement, the non-breaching or non-defaulting Party shall, in addition to all other remedies under this Easement or at law or at equity, shall have the right to specifically enforce the terms of this Easement, or to terminate this Easement upon the demolition and removal of the Improvements. Notwithstanding anything in this Easement to the contrary, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages which arise from or are incurred by reason of such default or negligent acts or omissions of the other Party, and each Party hereto waives, to the maximum extent permitted by law, any right it may have to claim or recover any special, indirect, incidental, consequential or punitive damages of any kind or nature, even if it has been advised of the possibility of such damages. In the event of a default by Grantee under this Easement that has not been cured by Grantee within the applicable cure period provided above, Grantor may terminate this Easement if such default remains uncured for thirty (30) days after a notice of such termination has been delivered by Grantor to Grantee.

19. Exhibits/Addendum.

The following Exhibits and Addendum are attached to this Easement and incorporated by this reference as if fully set forth herein.

- A. Legal Description of Property
 - B. Legal Description and Illustration of Permanent Easement Area
- Addendum A Special Conditions

20. Authority to Execute.

The undersigned acknowledges that they are authorized to execute this Easement and bind their respective Party to the obligations set forth herein.

IN WITNESS WHEREOF, the Grantor and Grantee hereby execute this Easement as of the day and year below written.

EASEMENT CONTINUES ON FOLLOWING PAGES

Exhibit A

Legal Description of Property

That certain real property located in King County, Washington, and more particularly described as follows:

Portion of Lot 3 of Kirkland Short Plat number SUB 12-00390 recorded under King County Recording No. 201220828900002 in King County, Washington.

ALSO KNOWN AS Assessor's Tax Parcel No. 2025059081, with a street address of 3677 108th Avenue NE, Bellevue, WA 98004.

Exhibit B

Legal Description and Illustration of Permanent Easement Area

(Legal description and illustration of Permanent Easement area to be inserted upon completion of final Project Plans.)

Addendum A

SPECIAL CONDITIONS

The following special conditions are hereby incorporated into and made a part of the Easement:

Grantee shall:

- Maintain sidewalk access to the extent of existing sidewalks.
- Stay within the defined easement area, NO construction or maintenance parking on the park-and-ride lot or garage without separate written permission from Grantor. Grantee shall access the Property from the adjacent CKC for the purpose of performing Minor Maintenance.
- Keep Easement Area free of trash, litter, construction debris etc.
- Control dirt/mud from wheels of Trucks / equipment.
- For Major Maintenance requiring vehicle access over the Property, at least 30 calendar days prior to initiating such Major Maintenance Grantee shall provide a vehicle travel plan for review and approval by Grantor, illustrating the intended path of travel in and out of the park-and-ride property, including all proposed flagger or traffic control locations. Grantee shall take all necessary precautions to prevent damage to asphalt or concrete surfaces during construction.
- Repair/restore any immediately observable damage to asphalt, concrete, curbs, and other improvements caused by Grantee. Grantee shall be responsible for all costs associated with repairing any damage to the asphalt or concrete itself or to the substrate and resulting from Grantee's exercise of its Easement rights, including damage which may or may not be immediately present or observable.
- Bring no vehicle onto the Property that weighs in excess of 10,000 pounds without separate written permission from Grantor. Grantee shall avoid, minimize, and mitigate any and all impacts to asphalt or concrete due to the weight or motion of vehicles, equipment, or materials through all reasonable means, including but not limited to use of steel plates, for any vehicle, equipment, or materials that will be brought onto the lot and that will exceed 10,000 pounds gross weight.
- Control/handle trench spoils to protect parking stalls and pedestrian areas from spill over.
- Maintain functional irrigation lines that service landscaping areas outside Permanent Easement Area.
- Maintain functional perimeter lighting.
- Meet the conditions of the King County Wastewater Treatment Division (KCWTD) regarding protection of ESI sewer facilities within the permit area of the CKC during construction or maintenance. These conditions shall be stated on the final approved plan set or the letter to the city of Kirkland from KCWTD approving construction or maintenance activity within the permit area of the CKC.

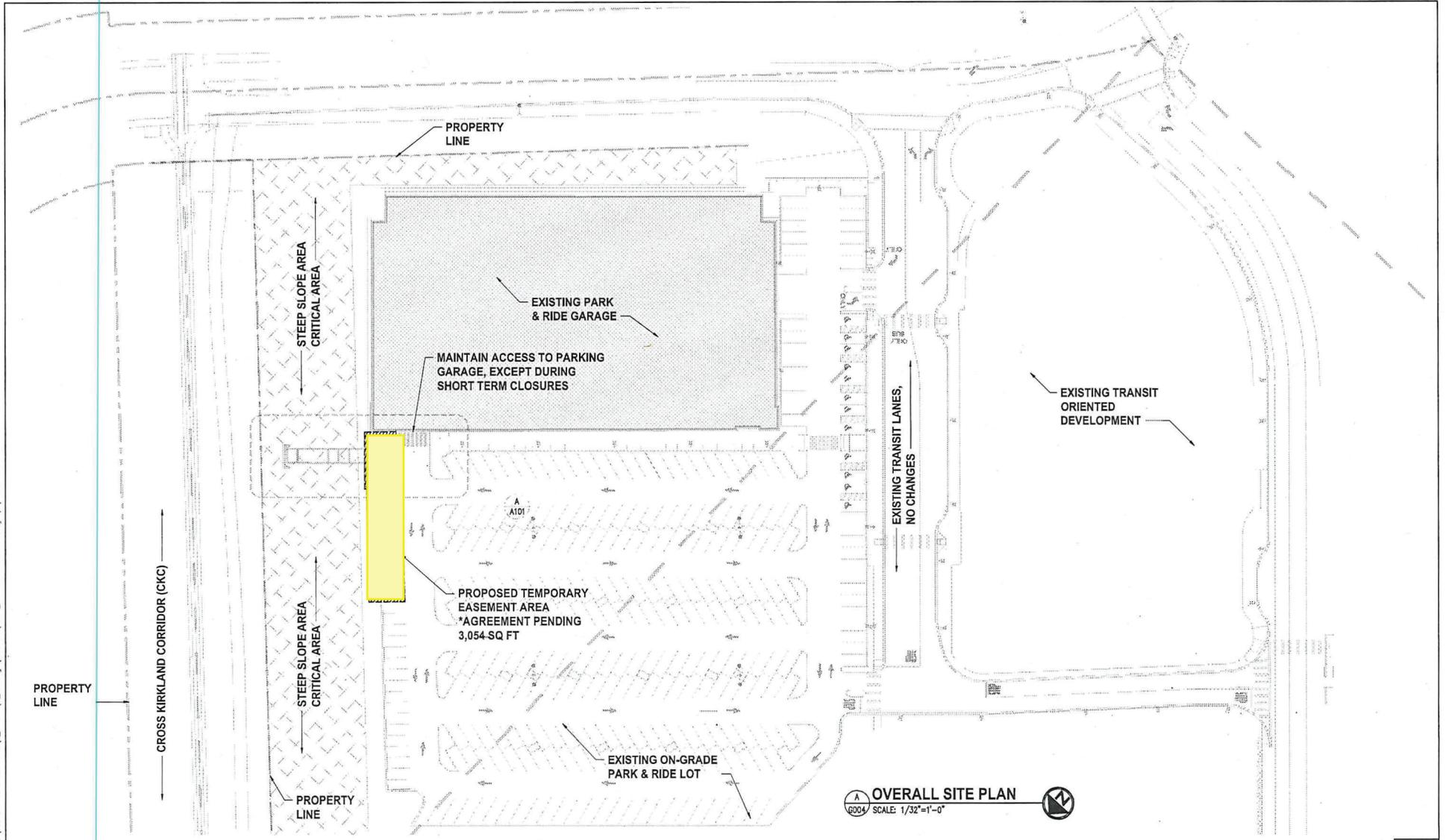
In addition, Grantee shall not impede transit coaches' ingress or egress to or from or circulation through the Property, unless prior coordination has occurred and approval has been given by Grantor's Construction Information Center at 206-684-2785 ("CIC") (minimum 5-business days' advance notice required). Before requesting that transit coach movements be restricted Grantee shall first make a good-faith effort to plan and implement the contemplated work so that interference with transit coach movements may be avoided to the maximum extent practicable.

Grantor Initial _____

Grantee Initial

Initial Initial Initial Initial

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NO.	DATE	BY	APPR.	REVISIONS

Approved By		FILENAME	GD04_OVERALL SITE PLAN.dwg
ENGINEERING MANAGER	DATE	DESIGNED BY	J. PALMER
PROJECT MANAGER	DATE	DRAWN BY	DATE
PROJECT ENGINEER	DATE	CHECKED BY	DATE

6712 REGISTERED ARCHITECT
J. Palmer
 DATE & SIGNATURE
 DATE OF SUBMISSION

KPG
 752 9th Ave N
 Seattle, WA 98107
 (206) 465-2000
 (206) 465-4100
 www.kpg.com

PERMIT
 SUBMITTAL



CITY OF KIRKLAND
 PARK & RIDE CKC CONNECT

GENERAL OVERALL SITE PLAN & CONSTRUCTION STAGING PLAN	
KPG PROJECT No. 13152	SHT 4 OF 50

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June 28, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember McDermott:

I am transmitting to the King County Council an ordinance that allows King County to contribute \$150,000 and temporary and permanent easements toward the implementation of the City of Kirkland's Elevator and Pedestrian Bridge project at King County Metro Transit's South Kirkland Park-and-Ride facility in north Bellevue. This legislation meets the requirements set forth by the King County Council in Ordinance 17707 passed on December 9, 2013.

The elevator and pedestrian bridge project creates a direct connection between King County Metro Transit's Park-and-Ride facility and the Cross Kirkland Corridor segment of the Eastside Rail Corridor (ERC), which will enable seamless connectivity for thousands of trail and transit users between these two key elements of the region's multimodal transportation network.

Specifically, the ordinance will accomplish the following:

- Authorize the Executive to execute an Interlocal Agreement supporting the County's contribution of \$150,000 toward the City of Kirkland's Elevator and Pedestrian Bridge project at the South Kirkland Park-and-Ride facility.
- Enable, per Council direction in Section 32, ER1 of Ordinance 17707, transfer of \$75,000 from Public Transportation Capital Fund 3641, to the City of Kirkland for this project.
- Enable, per Council direction in Section 13, ER6 of Ordinance 17707, transfer of \$75,000 from Parks Capital Fund 3581, to the City of Kirkland for this project.

- Authorize the Executive to execute a temporary construction easement and a permanent easement to enable the City to construct, operate and maintain the Elevator and Pedestrian Bridge Project.

This legislation advances the mobility goal of the King County Strategic Plan by further developing seamless connectivity between multiple modes of transportation between business centers and neighborhoods.

This legislation also advances the healthy built and natural environments goal of the King County Equity and Social Justice Initiative by supporting ongoing public access for all people to the ERC as a safe, clean, and high quality outdoor space and facility that will serve the interests of the citizens of the region.

And lastly, this legislation advances the transportation and land use goal of the King County Strategic Climate Action Plan by supporting the development of the ERC as an integral element of the regional transportation network within a growing community, connecting people to employment and recreational opportunities through use of less-polluting modes of transportation, and encouraging compact communities that help limit greenhouse gas emissions from transportation-based sources and the loss of carbon sequestering vegetative cover to impervious surfaces.

King County and the City of Kirkland submitted the proposed project for review by the Federal Transit Administration (FTA), which approved the long-term use of a small portion of the South Kirkland Park-and-Ride for the elevator and pedestrian bridge connection without the need for compensation. The FTA's approval recognized that the project would provide transit-related value by fostering better connections and access between multiple modes of transportation.

In developing the transactional documents attached to the ordinance, the King County Department of Transportation (DOT), King County Department of Natural Resources and Parks (DNRP), and the King County Prosecuting Attorney's Office (PAO) engaged the City of Kirkland in a series of staff meetings to identify and address a range of factors related to this project and the substance of the agreement required to transfer the subject funding. DOT, DNRP, and the PAO worked to incorporate the input into the documents, and the City of Kirkland, DOT, DNRP, and PAO have indicated that they support the transactional documents and the legislation.

Thank you for considering this ordinance. Overall, this important legislation will help King County residents realize the benefits of an increasingly interconnected multi-modal regional transportation system, including opportunities for efficient travel between regional business centers and neighborhoods.

The Honorable Joe McDermott

June 28, 2016

Page 3

If you have any questions regarding this ordinance, please contact Rand Juliano, Special Project Manager, Metro Transit Division, Department of Transportation, at 206-477-5933.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Carolyn Busch, Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Harold S. Taniguchi, Director, Department of Transportation (DOT)
Christie True, Director, Department of Natural Resources and Parks (DNRP)
Rob Gannon, Interim General Manager, Metro Transit Division, DOT
Victor Obeso, Deputy General Manager, Planning and Customer Services, Metro
 Transit Division, DOT

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King County

**Metropolitan King County Council
Committee of the Whole**

STAFF REPORT

Agenda Item:	5 and 6	Name:	John Resha
Proposed No.:	2016-0390 2016-0443	Date:	September 7, 2016

SUBJECTS

Amending the Council's Organizational Compilation to reflect the staffing support of the King County Flood Control Zone District.

Approving a Job Description for the King County Flood Control Zone District Executive Director.

SUMMARY

Proposed 2016-0390

Proposed Motion 2016-0390 would amend the Council's Organizational Compilation to establish:

- A Flood Control District Administration unit (FCDA) in the Legislative Branch to house the King County employees exclusively providing support for the King County Flood Control Zone District;
- A King County Flood Control District Executive Director role, functions and reporting relationship; and
- Council rules for the employees of the FCDA related to:
 - establishment of job descriptions;
 - hiring processes;
 - employee performance evaluations; and
 - disciplinary actions.

Proposed Motion 2016-0443

Proposed Motion 2016-0390 would approve a newly developed job description for the King County Flood Control District Executive Director.

BACKGROUND

The King County Flood Control District (District) is a special purpose government created to provide funding and policy oversight for flood protection projects and programs in King County. The District contracts with King County for the delivery of flood protection projects and programs, as well as the administration of the District through an interlocal agreement that provides for 100% cost recovery of related expenditures.

The District has historically met its staffing needs through either a combination of contract support (both separate to and as part of the interlocal agreement with King County), and with limited direct staffing.

The District has requested that its administration support become a component of the interlocal agreement, and has identified staffing levels that would require specific skills and experience to achieve those goals.

The District has also requested clarity about these positions and the County employees who may fill them relative to the Council's Organizational Compilation.

ANALYSIS

Proposed Motion 2016-0390

Proposed Motion 2016-0390 would effectuate a series of changes to the Council's Rules specific to human resource practices and legislative branch employees exclusively providing support for the District in the following ways:

1. The position and functions of a King County Flood Control Zone District Executive Director would be added to OR 3-030 who would report to the County Councilmember who serves as the chair of the District.
2. The FCDA, a new legislative branch unit with unique Council rules, would be created to house the FTE, employees and related organizational expenses.

The unique elements of this unit are rules related to human resources practices and policies that would be governed by a new section of the Organizational Compilation and exempted from all other provisions of the Organizational Compilation (except establishment of the executive director and anti-discrimination and harassment policies). This new section would include rules for:

Job Descriptions and Classifications: Job descriptions and classifications for employees within this unit would be recommended by the King County Flood Control Zone District Executive Committee (ExComm) to the Council directly for authorization by Council Motion.

Hiring Processes: The ExComm would be responsible for outreach, recruitment and hiring of all employees of the unit. The ExComm would then make a recommendation to the Council for appointment by Motion.

Performance Evaluations: The ExComm is responsible for evaluating the performance of the King County Flood Control Zone District Executive Director (ED). The ED is responsible for evaluating the other employees of the unit based on a process established by the ExComm, including annual reporting to the ExComm.

Disciplinary Actions: The ED is subject to disciplinary action as implemented by the ExComm. If the disciplinary action is either a suspension without pay for two weeks or more, or a termination, the ED may appeal the decision directly to the King County Council.

All other employees of the unit are subject to disciplinary action as implemented by the ED. If the disciplinary action is either a suspension without pay for two weeks or more, or a termination, the ED must notify the County Councilmember who serves as the chair of the District and the employee may appeal the decision directly to the King County Council.

It is important to note that all of the above described rules are different than the Council's rules associated with other legislative branch positions and employees, but per legal counsel, within Council's legal authority to establish.

Proposed Motion 2016-0443

Proposed Motion 2016-0443 would approve a job description for the ED with the following characteristics:

Salary Table: King County Legislative Branch 13-Step
Range: pending
Reporting Staff: Anticipated to be 1-5 staff, contractors for financial, Clerk of the Board and other services, oversight of the King County interlocal agreement.

Performance Evaluations: As detailed in Proposed Motion 2016-0390

The job description, which would be attached by Amendment 1, was approved by the ExComm on 08/29/16 and reviewed by King County Council Legal Counsel.

AMENDMENTS

Proposed Motion 2016-0390

Amendment 1 would clarify that the ED reports to the County Councilmember who serves as the chair of the District and is responsive to all members of the District Board of Supervisors.

Proposed Motion 2016-0443

Amendment 1 would attach the job description for the ED.

ATTACHMENTS

1. Proposed Motion 2016-0390 (and its attachments)
2. Amendment 1 for 2016-0390
3. Proposed Motion 2016-0443
4. Amendment 1 for 2016-0443

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Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

September 1, 2016

Motion

Proposed No. 2016-0390.1

Sponsors Dunn, Upthegrove, Gossett and
Balducci

1 A MOTION relating to the organization of the council; and
2 amending Motion 10651, Section VII, as amended, and OR
3 3-030 and adding a new section to the organizational
4 compilation.

5 WHEREAS, the King County Charter provides that the county council "shall be
6 responsible for its own organization and for the employment and supervision of those
7 employees whom it deems necessary to assist it," and

8 WHEREAS, the council desires to implement changes with regard to the
9 administration of the King County Flood Control Zone District;

10 NOW, THEREFORE, BE IT MOVED by the Council of King County:

11 I. Motion 10651, Section VII, as amended, and OR 3-030 are each hereby
12 amended to read as follows:

13 **Legislative branch organization - organization chart - chief of staff - policy**
14 **staff director - King County flood control zone district executive director.**

15 A. **Organization chart.** The legislative branch shall be organized in accordance
16 with the organization chart, Attachment A to (~~Motion 14189~~) this motion. The chief of
17 staff shall prepare and file with the clerk of the council a revised organization chart to
18 replace Attachment A to (~~Motion 14189~~) this motion when the organization of the

19 legislative branch is changed by any ordinance, motion, or personnel decision adopted by
20 the council.

21 **B. Chief of staff.** There shall be a council chief of staff who reports to the chair,
22 and shall be accountable and responsive to all councilmembers. The chief of staff is
23 responsible for the efficient overall management and administration of the following staff
24 of the legislative branch and their subordinates: the administrative services supervisor;
25 the clerk; the director of communications; the director of strategic policy initiatives; and
26 the director of government relations. The chief of staff is also responsible for monitoring
27 the independent agencies of the council. The chief of staff shall be a resource for
28 personal and committee staff. In addition, the chief of staff, at the direction of the
29 council and in consultation with appropriate committee chairs, may coordinate with the
30 policy staff director the work of committee staff, legal counsel and others as needed on
31 significant issues.

32 **C. Policy staff director.** There shall be a policy staff director who reports to the
33 chair, and shall be accountable and responsive to all councilmembers. The policy staff
34 director is responsible for the efficient overall management and administration of the
35 committee staff, which includes committee assistants and represented legislative analysts.
36 Committee chairs and members are responsible for providing policy direction to
37 committee staff by, among other things, setting priorities and directing the work of
38 committee staff. In addition, the policy staff director, at the direction of the council chair
39 and in consultation with appropriate committee chairs, may coordinate with the chief of
40 staff the work of committee, legal counsel and others as needed on significant issues.

41 **D. King County Flood Control Zone District executive director.** There shall
42 be a King County Flood Control Zone District executive director who reports to the
43 county councilmember who serves as the chair of the King County Flood Control Zone
44 District. The executive director is responsible for the efficient overall management and
45 administration of the King County Flood Control Zone District and the flood control zone
46 district administration unit and its employees.

47 II. There is hereby added to the organizational compilation a new section to read
48 as follows:

49 **King County Flood Control Zone District administration.** A. The legislative
50 branch shall provide staffing, facilities and services for the King County Flood Control
51 Zone District at actual cost and fully reimbursed by the district through an interlocal
52 agreement between King County and the district.

53 B. For the administration and management of the King County Flood Control
54 Zone District, a flood control zone district administration unit is established for
55 legislative branch employees exclusively providing support for the King County Flood
56 Control Zone District. The unit is exempt from all other provisions of this organizational
57 compilation except this section, OR 3-030.D. and OR 3-110.

58 C. The following applies to the employees within the unit:

59 1. Job descriptions and classifications for employees in the unit shall be
60 reviewed and recommended by the King County Flood Control Zone District executive
61 committee and authorized by motion by the council;

62 2. The executive committee shall establish and be responsible for the outreach,
63 recruitment and hiring process for all employees of the unit. Hiring of the employees

64 shall be subject to appointment by motion by the council, but shall not be subject to the
65 hiring process of OR 3-101 or the decision making requirements of OR 2-030;

66 3. The executive committee shall annually evaluate the performance of the King
67 County Flood Control Zone District executive director, using a process established by the
68 executive committee;

69 4. The executive director shall annually evaluate the performance of the
70 employees within the unit using a process established by the executive committee. The
71 executive director shall also annually present the results of these completed performance
72 evaluations to the executive committee;

73 5. Employees within the unit, other than the executive director, are subject to
74 disciplinary actions as determined by the executive director. Before suspension or
75 termination, the executive director shall notify the county councilmember who serves as
76 the chair of the King County Flood Control Zone District. An employee of the unit who
77 has been either suspended without pay for two weeks or more or terminated may appeal
78 the decision of the executive director to the council. The appeal must be filed within ten
79 calendar days of written notice of the suspension or termination being sent to the
80 employee. An appeal is filed by delivering a notice of appeal to the clerk of the council;

81 6. The executive director is subject to disciplinary actions as determined by the
82 executive committee. The executive director, if either suspended without pay for two
83 weeks or more or terminated, may appeal the decision to the council. The appeal must be
84 filed within ten calendar days of written notice of the suspension or termination being
85 sent to the employee. An appeal is filed by delivering a notice of appeal to the clerk of
86 the council;

87 7. In common with all county employees and officials and elected officials,
88 employees of the unit shall comply with the King County code of ethics, K.C.C. chapter
89 3.04. All employees shall familiarize themselves with the code of ethics, and in the event
90 they identify any issue of possible concern they shall promptly seek advice from their
91 supervisor, the chief of staff or council's chief legal counsel, or shall seek an advisory
92 opinion from the board of ethics; and

93 8. The chief of staff shall be a resource for the employees of the unit and
94 responsible for implementing and carrying out OR 3-110.
95

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

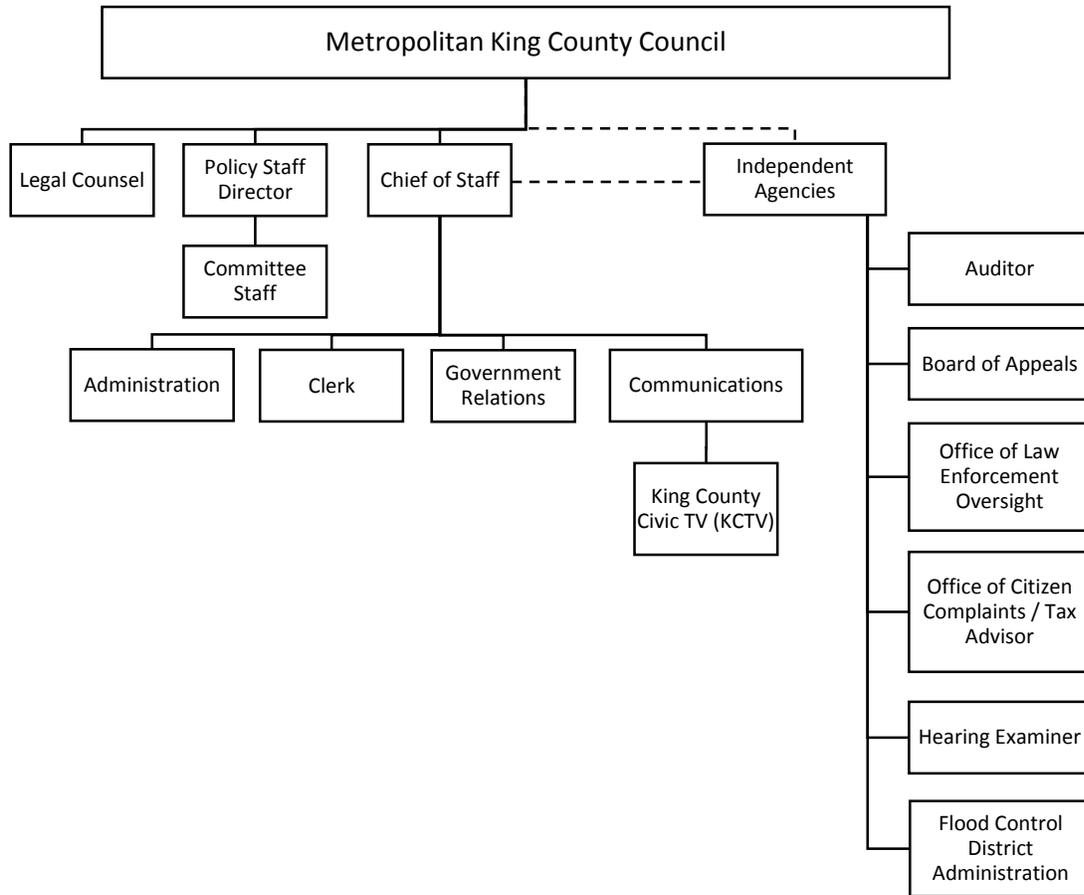
ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Organizational Chart



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1

8/31/16

[jr]

Sponsor: Claudia Balducci

Proposed No.: 2016-0390

1 **AMENDMENT TO PROPOSED MOTION 2016-0390, VERSION 1**

2 On page 3, beginning on line 44, after "District" insert ", and who shall be accountable
3 and responsive to all councilmembers who serve on the King County Flood Control Zone
4 District board of supervisors"

5 ***EFFECT: This amendment would clarify that the Executive Director is responsive to***
6 ***all members in addition to reporting to the councilmember who serves as the chair of***
7 ***the Flood Control Zone District.***

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KING COUNTY

ATTACHMENT 3

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

September 6, 2016

Motion

Proposed No. 2016-0443.1

Sponsors Dunn and Balducci

1 A MOTION approving a job description for the King

2 County Flood Control Zone District executive director.

3 WHEREAS, the King County Flood Control Zone District contracts via an
4 interlocal agreement with King County for the delivery of programs, services and
5 administration support on a full cost recovery basis; and

6 WHEREAS, the King County Flood Control Zone District has determined a need
7 for supplemental staffing support from the King County council; and

8 WHEREAS, the King County Flood Control Zone District executive committee
9 has identified new and updated job skills, experience, duties and responsibilities to meet
10 their needs through recommending a job description for an executive director;

11 NOW, THEREFORE, BE IT MOVED by the Council of King County:

Motion

12 Attachment A to this motion, the job description for the King County Flood
13 Control Zone District executive director, a King County position, is hereby approved.
14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: None

1

9/2/16

[jr]

Sponsor: Reagan Dunn

Proposed No.: 2016-0443

- 1 **AMENDMENT TO PROPOSED MOTION 2016-0443, VERSION 1**
- 2 Insert Attachment A: "Position Description King County Flood Control Zone District
- 3 Executive Director".
- 4 **EFFECT: *Attaches the job description for approval.***

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**King County
Metropolitan King County Council
Committee of the Whole**

STAFF REPORT

Agenda Item:	7	Name:	Greg Doss
Proposed No.:	2016-B0159	Date:	September 7, 2016

SUBJECT

A briefing on the King County Sheriff's Office Domestic Violence Investigation and Intervention unit, as established in the 2015/2016 Biennial Budget Ordinance.

SUMMARY:

Representatives from the Sheriff's Office (KCSO) and the King County Prosecuting Attorney's Office (PAO) will provide for the Committee a briefing on the new Domestic Violence (DV) unit and its efforts to meet established goals. Briefing participants are available for specific questions about how the KCSO and PAO approach DV cases, measure results and work with DV victims and the community.

As background for the briefing, the Council added to the 2015/2016 Biennial Budget Ordinance \$872,000 and 3.0 FTE to re-establish a Domestic Violence unit within the King County Sheriff's Office (KCSO). The prior DV unit had been cut in 2009 as a result of reductions made during the Great Recession. The add was accompanied by a proviso that required the KCSO to produce a report that included an analysis of the expected impacts of establishing a DV unit within the Sheriff's Office and the identification of desired outcomes, goals and specific performance measurements for the Unit. The Council accepted the proviso report in April 2016.

The goals and associated measures that have been identified by the unit are generally supported by a 2009 National Institute of Justice (NIJ) study that finds several benefits associated with a dedicated Domestic Violence unit, especially when officers are trained in their agency's DV arrest policy and the unit coordinates with the jurisdiction's other criminal justice agencies.

BACKGROUND:

The King County Sheriff's Office provides law enforcement services to unincorporated King County and, through contracts, to cities, Metro Transit, King County Airport, and school districts. The Sheriff provides contract police services for cities and other governmental entities that allow the contracting agency to specify levels of service. The KCSO provides its contracted law enforcement services through approximately fifty

agreements. In addition to providing local law enforcement services, the KCSO has a number of regional responsibilities, including the operation of the County's Automated Fingerprint Identification System (AFIS), E-911 call and dispatch, and King County Search and Rescue, and Air and Marine patrol. The Sheriff is also responsible for security in the County's courthouse.

In 2008, the King County Sheriff's DV unit consisted of three Detectives, one Sergeant, one Program Project Manager, and one Administrative Specialist. These positions and the associated funding were cut from the budget in 2009 to help the County accommodate the loss of revenues associated with the Great Recession.

In the period following the cut, the Sheriff's Office decentralized its DV services to the precincts and eventually de-funded all specialty positions. Officers that had been serving as DV Detectives were re-assigned to other functions, including patrol of the unincorporated areas. While the Sheriff's Office continued to call upon their expertise and training when possible, the dedicated oversight and training functions ceased to exist. This likely resulted in some DV cases being undercharged because there was no secondary review of DV police reports and a general lack of investigative capacity.

In the absence of centralized DV services at KCSO, some contract cities chose to convert some of their existing Deputy positions into dedicated DV positions.

In the 2015/2016 Adopted budget the Council added \$872,000 and 3.0 FTE to re-establish the KCSO unit. The added resources funded two Detective positions and one Community Service Officer to work with victims of DV crimes in the unincorporated areas. At the time of the budget add, the Sheriff's Office approached its contract cities to see if there was interest in sharing the service and costs. The KCSO reports that its contract cities largely indicated that they had found their own DV resources and were not interested in buying into the services provided by the new unit.

The new unit operates much like the unit that was cut in 2009. The dedicated Detectives serve in a Department-wide training role as well as to re-review Patrol DV case filings for a potential to upgrade charges.

King County Prosecuting Attorney Domestic Violence Unit: The King County Prosecutor's Office created its Domestic Violence unit in early 2000. It is organized into six functional areas at four different locations, and is responsible for handling all domestic violence felonies in King County, all misdemeanor and gross misdemeanor domestic violence cases from unincorporated areas, as well as providing criminal advocacy services on all domestic violence cases and protection order advocacy to several thousand victims annually.

The Domestic Violence unit engages in many innovative practices from utilizing new technologies in investigations, King County Firearms Forfeiture Project, to working with law enforcement and local domestic violence advocacy organizations to promote a coordinated community response. The Domestic Violence unit was a founding partner

in the domestic violence courts in District Court, and the specialized domestic violence case management system in Superior Court. The mission of the Domestic Violence unit is to break the cycle of domestic violence by increasing accountability for domestic violence offenders and improving safety for victims of domestic violence and their children. ¹

Research on DV unit effectiveness: A 2009 National Institute of Justice study² found that specialized Domestic Violence units, emphasizing in repeat victim contact and evidence gathering, have been shown to significantly increase the likelihood of prosecution, conviction and sentencing.

The study found that a coordinated community response of multiple criminal justice and social service agencies may exert a positive impact on case processing and reabuse. It went on to note that some research suggests that successful prosecutions increase with the creation of coordinated responses involving law enforcement.

In the areas of victim satisfaction and police training, the study noted two primary findings: 1) specialized domestic violence law enforcement units that focus on arrests can enhance the likelihood of successful prosecution and increase victim satisfaction and safety; and 2) that knowing the department's policy regarding domestic violence arrest preference, and any associated legal variables, can increase the likelihood of arrest.

ANALYSIS:

The KCSO identifies its Domestic Violence unit's mission as follows: To improve the immediate safety of domestic violence victims and their families; to increase knowledge surrounding domestic violence crimes; awareness and resources for prevention; to decrease isolation of victims; and, to develop greater community awareness and support for DV victims.

The Sheriff's Office indicates that the unit's expected long-term impacts include improved quality and timeliness of criminal investigations, long term victim support, and safety and improved quality of life for victims and their families. KCSO expects to improve communications with the prosecutors and courts to ensure DV offender accountability thereby reducing the number of repeat offenses.

The Sheriff's Office reports that the new DV unit was activated in September 2015 and now has permanent, assigned staff that have fostered the inter-agency relationships necessary to execute the mission of the unit. The unit has worked with the King County Prosecutor's Office to review cases for potential felony filings and has begun supporting cases during various court proceedings.

¹ PAO Website: <http://www.kingcounty.gov/depts/prosecutor/criminal-overview.aspx>

² NIJ Special Report: Practical Implications of current Domestic Violence Research: for Law Enforcement, Prosecutors and Judges, 6-2009

In addition, the Sheriff's Office indicates that Domestic Violence Detectives are training all new recruits, and have provided a number of roll call trainings to Patrol Deputies. Consistent with the NIJ study recommendations, the Department provides clear policy pronouncements from the top administration in the area of arrests. The trainers also make deputies aware of the DV review process and provide an overview of the forms that deputies use to document DV cases. Sheriff's staff indicates that the use of these forms can help deputies to discover longer-term patterns of abuse.

Sheriff's staff have indicated that DV unit personnel attend conferences and trainings that allow them to bring to bear on operations information gained from academic studies that occur outside the Sheriff's Office. It appears that the mission, goal and specific operations conducted by the KCSO Domestic Violence unit are generally consistent with some of the best practices noted in the 2009 NIJ study.

INVITED:

- Sheriff John Urquhart, King County Sheriff
- Deputy Chris Barringer, Chief of Staff, King County Sheriff's Office
- Senior Prosecutor David Martin, King County Prosecuting Attorney's Office

KCSO DVIU makes a difference in the lives of victims and increases accountability for the most violent and dangerous offenders in our community.

Recent case tells the story:

DV UNIT

LAW ENFORCEMENT NEWSLETTER

KING COUNTY PROSECUTOR'S OFFICE DOMESTIC VIOLENCE UNIT

BIG STORY



PRACTICE POINTER:



What is FIRSO? A 24/7 center at YSC where juveniles who have been violent with family members get a needed "cooling off" counseling and support through counselors and social workers.

Serial batterer pleads to 5 years in prison

Defendant Yar-Mohammad abused his girlfriend for years. He tampered and abused her so she recanted. When the victim asked for the NCO to be lifted she had a fresh black eye. Thanks to investigation by **KCSO** the tampering and abuse was discovered, defendant was taken into custody, and the victim agreed to participate in the case. Defendant pleaded guilty to four counts of felony Assault and one count of violation of court order, and agreed to 60 months in-prison. Special thanks to **KCSO Detective Ben Wheeler, Deputy Michael Noren, Matthew Paul, and Jason Houck for their**

- **Ensured the victim's safety and allowed her to get into confidential housing, where she stayed.**
- **Allowed victim to start moving forward and away from the defendant. Now strongly on that path.**
- **Made the victim safe to provide information needed to build a bigger case.**
- **Increased safety and accountability for victim and community.**

- **This is an example of importance of specialized DV investigations, routinely recognized as a national best practice by DOJ, BWJP, IACP, and NIJ. The importance of KCSO DVIU is not just in stories but in numbers.**

- **2015 PAO received 1323 cases for felony filing and filed 1009 felony cases. This was a low point of DV felony referrals and filings since 2002.**
- **In the first half of 2016 things changed.**

- **PAO DV felony filings up 20%. Main driver was KCSO DVIU cases up 30%.**
- **PAO on pace for highest level DV felony cases since 2009 and 2010.**

Strong specialized DV investigations make a difference, not just in anecdote, but in the real world of policing and prosecution, in safety and accountability.

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King County

**Metropolitan King County Council
Committee of the Whole**

STAFF REPORT

Agenda Item:	8	Name:	Hiedi Popochock
Proposed No.:	2016-B0174	Date:	September 7, 2016

SUBJECT

A briefing on the Community Court Pilot Program by the King County District Court.

SUMMARY

Community courts are a type of “problem-solving court” that seek to address crime, public safety, and quality of life problems at the neighborhood level. Unlike other problem-solving courts, such as drug, mental health, or domestic violence courts, community courts do not specialize in one particular problem. Rather, the goal of community courts is to address the multiple problems and needs that contribute to social disorganization in one or more target neighborhoods.

Today’s briefing by the King County District Court will provide the Committee of the Whole with an overview of its proposal to pilot a Community Court Program in King County. The briefing may also guide the 2017/2018 budget discussions for District Court’s operating budget.

BACKGROUND

Community courts promote the use of community service and social service sentences in an effort to have the offender to pay back the community and get help to keep from re-offending. By promoting these alternative sentences, community courts seek to decrease both jail time and “walks”—sentences such as a fine or “time served” in which offenders receive no ongoing sanction despite pleading guilty to criminal conduct.¹

Community courts are a type of “problem-solving court” that seek to address crime, public safety, and quality of life problems at the neighborhood level. Unlike other problem-solving courts, such as drug, mental health, or domestic violence courts, community courts do not specialize in one particular problem. Rather, the goal of community courts is to address the multiple problems and needs that contribute to social disorganization in one or more target neighborhoods. For this reason, community

¹ Henry, K., D. Kralstein (2011) Community Courts: The Research Literature A Review of Findings. New York, NY: Center for Court Innovation

courts vary widely in response to varying local needs, conditions, and priorities; but most community courts share several key features:

Individualized Justice. Community courts base judicial decision-making on access to a wide range of information about defendants.

Expanded Sentencing Options. Community courts have available an enhanced range of community and social service diversion and sentencing options, some of which are co-located at the court and some of which involve referrals to community-based providers; conversely, community courts seek a corresponding reduction in conventional sentences such as jail, fines, and time served.

Varying Mandate Length. Community courts develop a multi-track system, in which a (typically small) proportion of defendants receives medium- or long-term judicially supervised treatment for drug addiction, mental illness, or other problems, while the majority of defendants receive short-term social or community service sanctions, typically five days or less in length.

Offender Accountability. Community courts emphasize immediacy in the commencement of community or social service mandates and strict enforcement of these mandates through the imposition of further sanctions in response to noncompliance.

Community Engagement. Community courts establish a dialogue with community institutions and residents, including obtaining community input in identifying target problems and developing programs.

Community Impacts. Community courts seek community-level outcomes, such as reductions in neighborhood crime or repairing conditions of disorder through community service.²

Midtown Community Court Program

In 1993, the first community court was established in the Midtown Manhattan neighborhood of New York City. Nearly two decades later, at least 70 community courts are in operation around the world.³

Analyses of Midtown's first three years, from roughly 1994 to 1996, show that Midtown demonstrated a lower prevalence of jail and time-served sentences for all of the most common charges handled by the court. From 1994 through 1996, according to annual averages, downtown handed out more jail sentences than did Midtown for all the most common offenses: petit larceny (50 percent vs. 19 percent); prostitution (20 percent vs.

² Lee, C.G., F. Cheesman, D. Rottman, R. Swaner, S. Lambson, M. Rempel & R. Curtis (2013) A Community Court Grows in Brooklyn: A Comprehensive Evaluation of the Red Hook Community Justice Center. Williamsburg VA: National Center for State Courts.

³ Lee, C.G., F. Cheesman, D. Rottman, R. Swaner, S. Lambson, M. Rempel & R. Curtis (2013) A Community Court Grows in Brooklyn: A Comprehensive Evaluation of the Red Hook Community Justice Center. Williamsburg VA: National Center for State Courts.

10 percent); turnstile jumping (30 percent vs. 11 percent); unlicensed vending (5 percent vs. 2 percent); drugs (28 percent vs. 19 percent). From 1994 through 1996, according to annual averages, downtown also handed out more time-served sentences than did Midtown for all the most common offenses: petit larceny (12 percent vs. 1 percent); prostitution (40 percent vs. 1 percent); turnstile jumping (35 percent vs. 4 percent); unlicensed vending (36 percent vs. 6 percent); and drugs (19 percent vs. 2 percent).⁴

District Court Pilot Community Court Program

King County District Court's briefing on its proposal for a pilot Community Court Program may guide councilmember discussions in the 2017/2018 biennial budget process.

INVITED

1. Honorable Donna Tucker, Presiding Judge, King County District Court
2. Othniel Palomino, Chief Administrative Officer, King County District Court

⁴ Henry, K., D. Kralstein (2011) Community Courts: The Research Literature A Review of Findings. New York, NY: Center for Court Innovation

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King County

**Metropolitan King County Council
Committee of the Whole**

STAFF REPORT

Agenda Item:	9	Name:	Mary Bourguignon
Proposed No.:	2016-B0173	Date:	September 7, 2016

SUBJECT

Today's briefing will provide an overview of King County's parks system.

SUMMARY

King County's Parks and Recreation Division (Parks) manages more than 28,000 acres of parks, trails and recreation facilities. Parks' inventory includes approximately 200 parks, 175 miles of regional trails, 180 miles of backcountry trails, and more than 100,000 acres of open space.

Parks does not receive any support from the County's General Fund. Instead, it is funded through entrepreneurial efforts that include user fees, corporate sponsorships, and events, such as Cirque du Soleil; partnerships with community groups that raise funds to assist with facility maintenance and expansion; Real Estate Excise Tax (REET) revenues; and a voter-supported Parks, Trails, and Open Space Levy. The current Parks Levy is a six-year property tax levy that was approved in August 2013 and will generate an average of \$66 million per year from 2014 through 2019.

Parks, like other County agencies, fills a dual role as both a regional provider of services and a local government in the unincorporated areas.

As a regional provider, Parks operates a network of regional parks and open spaces, including Marymoor Park, Petrovitsky Park, and Cougar Mountain Regional Wildland Park; regional trails, including the Lake-to-Sound Trail, Cedar River Trail, and Snoqualmie Valley Trail; and regional recreation facilities, such as the Weyerhaeuser King County Aquatic Center.

In its role as a local government, Parks also operates local parks in unincorporated areas, including Cedar Creek Park, Bingaman Pond Natural Area, and Cottage Lake Park. In decades past, King County Parks operated a much more extensive network of local parks. However, nearly 100 local parks in areas that had incorporated were transferred to their cities during the early 2000s, as part of the process of moving Parks off the County's General Fund. Today, Parks' local services are focused on the unincorporated areas.

BACKGROUND

Parks and Open Space System. King County's Parks and Recreation Division (Parks) manages more than 28,000 acres of parks, trails and recreation facilities. Parks' inventory includes approximately 200 parks, 175 miles of regional trails, 180 miles of backcountry trails, and more than 100,000 acres of open space.

Parks operates a network of regional parks and open spaces, including Marymoor Park, Petrovitsky Park, and Cougar Mountain Regional Wildland Park; regional trails, including the Lake-to-Sound Trail, Cedar River Trail, and Snoqualmie Valley Trail; and regional recreation facilities, such as the Weyerhaeuser King County Aquatic Center.

Parks also provides local government services by operating local parks in unincorporated areas, including Cedar Creek Park, Bingaman Pond Natural Area, and Cottage Lake Park.

In decades past, King County Parks operated a much more extensive network of local parks. However, local parks in areas that had incorporated were transferred to their cities during the early 2000s, as part of the process of moving Parks off the County's General Fund. Today, Parks' local services are focused on the unincorporated areas.

The 2016 Open Space Plan (which was adopted in June 2016 through Ordinance 18309) includes an inventory of Parks-owned facilities.

Parks Funding. During the first decade of the 2000s, in response to severe fiscal pressure on the General Fund, Parks' allocation from the General Fund declined from \$18 million to \$0. To make up for the loss of General Fund, Parks has relied on a combination of user fees, entrepreneurial activities, partnerships with community groups, Real Estate Excise Taxes, and voter-approved levies.

- **Entrepreneurship.** Parks is expected to recoup between 30 and 50 percent of the operating costs for its facilities through business revenues¹ that include user fees (for ballfield rentals, lessons, facility reservations, camping, and parking), events (such as Cirque du Soleil, movies, concerts, and festivals), corporate sponsorships, and partnerships with community groups. For 2016, Parks' target for business revenues is \$5.38 million; as of the end of the first quarter, it had secured \$716,246 of this total.² This figure is low because 2016 is an off-year for Cirque du Soleil, which is expected back in Marymoor Park in early 2017.
- **Partnerships.** One components of Parks' entrepreneurial activities is the partnerships it forms with community organizations that raise funds to provide support for expanding and/or maintaining recreational facilities. The Community Partnerships and Grants (CPG) Program provides County matching funds to support these partnerships. Recent CPG agreements have included sports field

¹ KCC 7.08.060

² 2016-RPT0089

developments in Ravensdale Park, Northshore Athletic Fields, and Preston Athletic Fields.

- **Levy.** The 2013 Parks, Trails and Open Space Levy is expected to raise an average of \$66 million per year from 2014 through 2019. The levy continued funding for services that had been funded by the 2007 operating and capital levies, and also added a number of strategic enhancements. Funded items (based on totals for 2014, the first year of levy collections³) are:

Parks Levy Funded Items	Annual Amount (2014 \$)
Continuation of Funding from 2007 Levies	
Parks operations & maintenance	\$26.6 million
Regional open space acquisition	\$ 4.2 million
Regional trails system	\$ 8.0 million
Community Partnerships & Grants (CPG)	\$ 0.5 million
Cities' parks and trails allocation	\$4.2 million
Woodland Park Zoo	\$ 4.2 million
Strategic Enhancements (New Items Added in 2013 Levy)	
Eastside Rail Corridor maintenance	\$ 0.6 million
Eastside Rail Corridor trail planning/development	\$ 2.5 million
4-H Program	\$ 0.1 million
CPG Program expansion	\$ 0.3 million
Infrastructure repair, preservation	\$ 1.3 million
Bridges and trestles repair and preservation	\$ 1.0 million
Trailhead development, accessibility	\$ 0.6 million
Regional open space acquisition	\$ 2.8 million
Lake to Sound Trail development	\$ 3.25 million
Peak season core maintenance	\$ 0.3 million
Enforcement and safety	\$ 0.2 million
Grand Total (2014 \$)	\$60.7 million

Maintenance of existing assets was a key focus area for new funding added to the 2013 Parks Levy. As the list above shows, the levy added funding for additional parks maintenance and safety patrols during the peak season, as well as major maintenance for bridges, trestles, and other parks infrastructure.

Parks Policy. Policy direction for funding, acquisition, management, maintenance and operations of the County's parks system is provided by a number of Council-adopted plans:

- **Business Transition Plan.** In 2002, in response to fiscal pressure on the General Fund, the County convened the Metropolitan Parks Task Force, a citizen

³ The levy includes an escalator based on the consumer price index. This escalator means that the total raised by the levy increases each year.

group that was asked to help develop a business transition plan for the County's parks system. The task force's recommendations were incorporated into a Business Transition Plan, which was adopted as part of the Parks Omnibus Ordinance (Ordinance 14509). Policy guidance included:

- **Focus on regional role:** Maintain regional parks and trails, as well as parks in rural unincorporated areas; acquire regional trails and natural areas; transfer parks and pools within city limits and in potential annexation areas of adjoining cities;
 - **Become entrepreneurial:** Recoup business revenues from parks facilities, with a goal of securing between 30 and 50 percent of facility costs through fees and other entrepreneurial efforts; and
 - **Find partners:** Encourage agreements with public and private partners, including volunteers, advertisers, sponsors, and concessionaires.
- **Parks Levy.** As part of its effort to secure funding to replace the General Fund, the County sought and received voter approval for time-limited property tax levy lifts in 2003, 2007 and 2013. The current Parks Levy, approved in 2013, was submitted to the voters through Ordinance 17568. The ordinance sets the amount of the levy, specifies the uses for levy funds, and establishes the oversight structure used to monitor levy performance.
 - **Open Space Plan.** King County's Open Space Plan is the implementation plan used to guide the acquisition, development, maintenance and management of the County's open space system, including local and regional parks, natural areas, regional trails, farm land and forest land. Per County Code, the Open Space Plan is a functional plan of the Comprehensive Plan.⁴ It is also required as a condition of eligibility to receive grant funding from the Washington State Recreation and Conservation Office (RCO) Funding Board.⁵ The RCO requires that a new plan be prepared and adopted at least every six years.⁶ The Council adopted Open Space Plans in 2004, and 2010 and 2016. The current Open Space Plan was adopted with Ordinance 18309.
 - **Comprehensive Plan.** The King County Comprehensive Plan includes a parks and recreation element, as required by the Growth Management Act.⁷ That element includes overarching policy guidance on acquisition, development, maintenance and management of the County's open space system. The 2016 Comprehensive Plan (Proposed Ordinance 2016-0155) is currently undergoing

⁴ K.C.C. 20.12.380

⁵ Washington State Recreation and Conservation Office Funding Board, Manual 2, Planning Policies and Guidelines, March 2016: http://www.rco.wa.gov/documents/manuals&forms/Manual_2.pdf

⁶ *ibid*, Page 6

⁷ RCW 36.70A.070(8)

Council review. As transmitted, the parks and recreation element is consistent with the 2016 Open Space Plan.

LINKS

King County Parks and Recreation:

<http://www.kingcounty.gov/services/parks-recreation/parks.aspx>

2016 Open Space Plan:

<http://www.kingcounty.gov/services/parks-recreation/parks/about/open-space-plan.aspx>

2013 Parks, Trails and Open Space Levy:

<http://www.kingcounty.gov/services/parks-recreation/parks/about/levy.aspx>

INVITED

1. Kevin Brown, Director, Parks and Recreation Division
2. Jessica Emerson, Business Development Section Manager, Parks and Recreation Division

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King County

PARKS

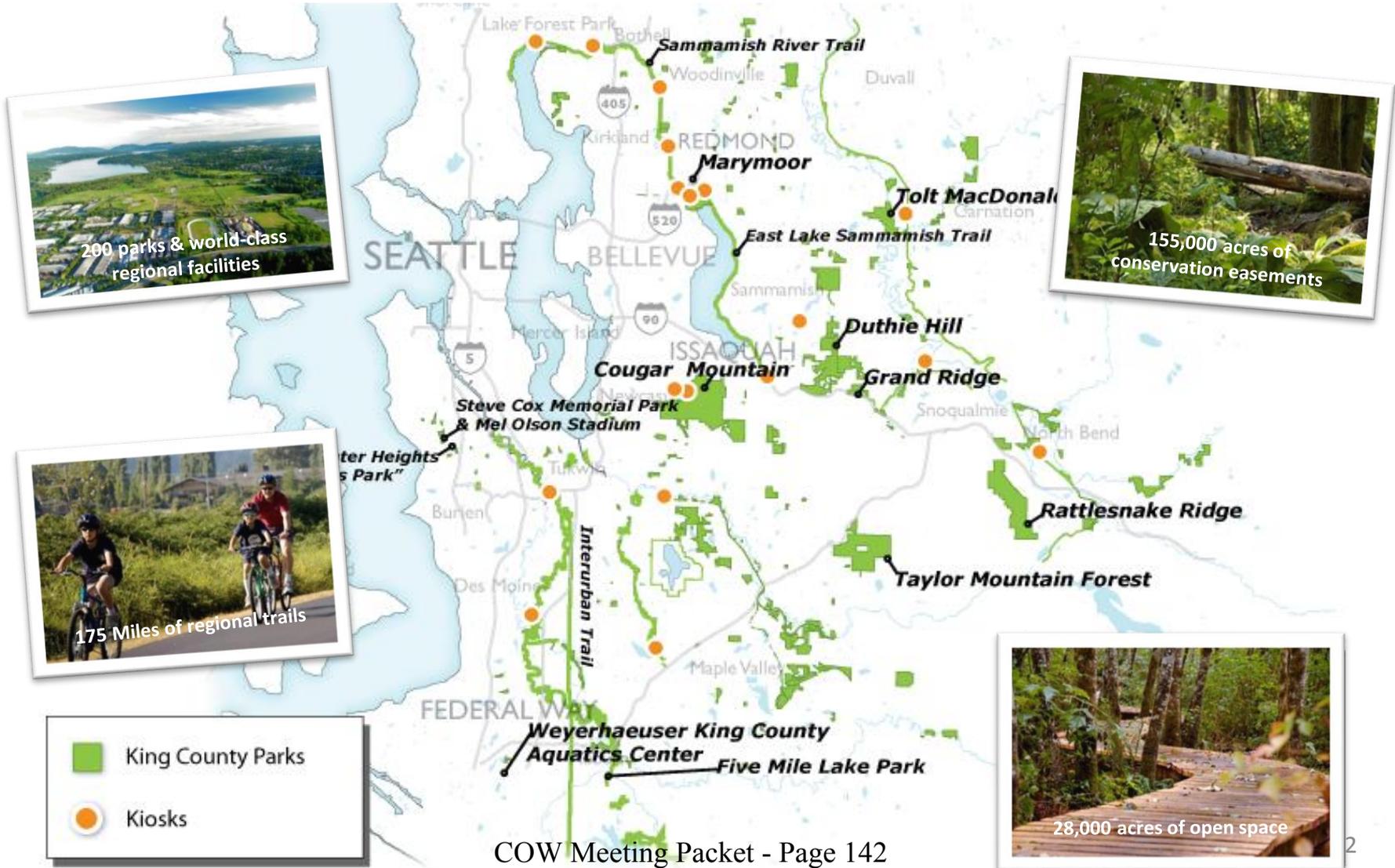
Your Big Backyard

KING COUNTY PARKS

Local Government Update | Committee of the Whole | Sept. 7, 2016

2 MILLION RESIDENTS

200 PARKS | 28,000 ACRES | 175 MILES OF TRAILS



VISION

Parks, trails, and natural lands for all, sustained with the cooperative efforts of our community.



Providing regional local, and rural recreational facilities

Partnering with business and community

Connecting the county: Regional Trails System and open space corridors



Business Plan

- **Regional Parks, Open Space and Trails.** Transfer local non-regional assets in urban areas.
- **Provide local, rural parks** for residents of unincorporated urban and rural King County.
- **Maximize business revenues** and be **entrepreneurial**. Examples include User fees, partnerships with Go Ape, Cirque du Soleil, and Concerts at Marymoor.
- **Strategic partnerships** – CPG funds have leveraged \$17.5M in grants to partners that have built \$60M worth of new recreation facilities.

- 
- 3 million visitors annually
 - 640 acres
 - 25 athletic fields; 4 tennis courts
 - 40 acre off-leash dog area
 - Rock Climbing structure
 - Event area, concert venue and historic Clise Mansion - attracts major events (Cirque, Washington Brewers Festival)
 - Passive recreation including trails and bird watching areas

Marymoor Park

- Olympic-sized competition pool
- Dive tank with springboards, platforms
- Recreational pool
- Conference center / banquet hall
- 70+ events held annually, including major national competitions



Weyerhaeuser King County Aquatic Center

- 
- An aerial photograph of a mountain valley. The foreground is dominated by a dense, green forest. In the middle ground, a small town or village is visible, surrounded by more forest and some open fields. In the background, there are large, rugged mountains with some snow patches on their peaks. The sky is blue with some light clouds.
- 22,000 acres of forests and natural lands
 - 180 miles of backcountry trails
 - 5 working forests
 - Protecting and restoring forests and other natural areas improves water quality, provides habitat for endangered salmon, and reduces region's carbon footprint

28,000 acres of open space

- 
- Recreation provided in open space is through trailheads
 - Partner to ensure safe access and parking at trailheads
 - Parks Levy funding is supporting development of 14 trailheads.

Trailhead Access



- 175 miles of regional trails
- Dedicated to non-motorized transportation and recreation
- Long-term vision is 300 miles

Regional Trails

- Connects Duvall to Snoqualmie Falls
- Longest trail corridor - **31 Miles**

Snoqualmie Valley Trail



King County

PARKS

Your Big Backyard



Providing local parks

•King County Parks is the local park provider for parks in unincorporated King County.



Steve Cox Memorial Park

- Free recreational, educational and social enrichment programming
- 800 culturally diverse youth from White Center, aged 12 – 19 years old
- Youth participate in community service projects in park and throughout White Center community



White Center Teen Program

- Mel Olson Stadium – Seattle Prep
- PAL – Police Action League
- Kennedy High School and CDBG



Community Partnerships



Local Provider of Parks outside the UGA

- Offer ballfields, picnic shelters, play structures, and community gathering spaces



Ballfield Partnerships

- King County Parks and Fall City Park District work to bring a semi-pro baseball league
- Snoqualmie Valley Little League is a long time user of the field and provides supplemental maintenance.

NW Honkers



- Serves the Raging River Riders, local and regional residents
- Parking lot accommodates horse trailers

Equestrian arena

Trail access

- Meeting demand for parking for both river and trail access.

Snoqualmie Valley Trail Access

- 
- Partnership with Snoqualmie Tribe
 - Removing invasive plants and planting native plants along the river.

Restoration Partnership

Partnership with Fall City Float to bring river recreation to Fall City



Fall City River Float



- Members include; Department of Fish & Wildlife, Puget Sound Energy, Mountains to Sound, Fall City Parks District, Fall City Float, King County Solid Waste and King County Parks.
- Work to address trash and use on the river

Fall City River Taskforce

CHOMP! at Marymoor Park

• Timber at Tolt-MacDonald
Park

• Fairwood50 at Petrovitsky
Park



Community Events

A photograph of a dirt path winding through a lush forest. The path is made of dirt and small stones, curving to the right. The forest is dense with tall, thin trees and various green ferns and bushes. The sky is blue with some white clouds. The overall scene is bright and natural.

King County Parks' mission is to steward, enhance and acquire parks to inspire healthy communities.

Our mission



Questions?