



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 3, 2001

Motion 11147

Proposed No. 2001-0022.2

Sponsors Miller

1 A MOTION authorizing the amendment of an interlocal
2 agreement between King County and the city of Redmond
3 for the development and maintenance of Redmond
4 watershed trails.

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6
7 WHEREAS, King County and the city of Redmond entered into an interlocal
8 agreement on November 10, 1992 for the development and maintenance of the Redmond
9 watershed trails, and

10 WHEREAS, paragraph 5 of the interlocal agreement obligates King County to
11 contribute funds toward the annual maintenance of the recreational trail and support
12 system within the Redmond watershed property, and

13 WHEREAS, the county's maintenance obligation was premised, in part, upon the
14 north-south "pipeline regional trail" within the Redmond watershed property serving as
15 an important north-south linkage in the regional trail system, and

16 WHEREAS, paragraph 5 of the interlocal agreement obligates King County and
17 the city of Redmond to renegotiate maintenance funding for each succeeding five year
18 period, and

19 WHEREAS, the parties have mutually agreed that the interlocal agreement should
20 be amended to reflect an annual county maintenance contribution for the years 2000 –
21 2005 and a possible reduction of that contribution if the county at some future date
22 should relocate either the north-south or east-west regional trails to a new location
23 outside of the watershed. Any reduction in the annual contribution would be proportional
24 to the number of trail miles reduced in the watershed.

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

26 The King County executive is hereby authorized to amend the original interlocal
27 agreement, substantially in the form of the attached with the city of Redmond relating to
28 the maintenance of the Redmond watershed trails; and

29 FURTHER BE IT MOVED that the approval of this motion does not constitute
30 council approval of a change in status of or jurisdictional responsibility for any regional
31 trail for which the county is now responsible.

32 agreement, substantially in the form of the attached with the city of Redmond relating to
33 the maintenance of the Redmond watershed trails.

34

Motion 11147 was introduced on 2/20/01 and passed by the Metropolitan King County Council on 4/2/01, by the following vote:

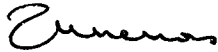
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Amendment to Interlocal Cooperation Agreement between King County and the City of Redmond for Development of Redmond Watershed Trails

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

THIS INSTRUMENT amends that certain agreement entitled, "Interlocal Cooperation Agreement between King County and the City of Redmond for Development of Redmond Watershed Trails" (the "Interlocal Agreement") executed by the City of Redmond on October 15, 1992 and by King County on November 10, 1992.

WHEREAS, paragraph 5 of the Interlocal Agreement obligates King County to contribute funds toward the maintenance of the recreational trail and support system within the Redmond Watershed Property, and

WHEREAS, the parties have agreed that the Interlocal Agreement should be amended to reflect an annual King County maintenance contribution to the City of Redmond for the years 2000 to 2005, and

WHEREAS, the parties have agreed that the annual King County maintenance contribution shall be reduced should King County develop a new North-South or East-West regional connecting trail outside the Redmond Watershed Property, and

WHEREAS, the parties have agreed that subparagraphs 5(A) and (B) of the Interlocal Agreement should be modified as hereinafter provided, now, therefore,

THE CITY OF REDMOND AND KING COUNTY agree as follows:

1. Maintenance. Subparagraphs 5(A) and (B) of the Interlocal Agreement are hereby amended to read as follows:

5. Redmond's Obligation to Maintain, Operate and Administer

A. King County Ordinance No. 9071 obligates King County to maintain, operate and administer the recreational trail and support system until such time as the Redmond Watershed Property has contiguous boundaries with Redmond or some other city. King County has requested that this obligation shall cease if ownership of the Redmond Watershed property is altered in any way. King County has also requested that Redmond assume the obligation to maintain, operate and administer the recreational trail and support system upon completion of construction. ~~and~~ Redmond hereby agrees to these requests. King County's maintenance, operation, and administration obligations shall cease if ownership of the Redmond Watershed property is altered in any way. Redmond shall also assume sole responsibility for the maintenance, operation, and administration of the recreational trail and support

system upon completion of construction same, provided that King County pays Redmond's costs of maintenance, operation and administration as provided in this paragraph. While the parties agree that the initial maintenance, operation and administration costs of the trail and support system can be estimated, the parties understand that the long term level of maintenance, operation and administration that will be required cannot be determined until the improvements are completely designed and in operations. The parties therefore agree that King County will pay Redmond the sum of Thirty Thousand Dollars (\$30,000) upon the opening of the trail and support system to the general public, as Redmond's cost of maintenance, operation and administration through December 31, 1993. This amount is based upon an anticipated opening of the trail and support system to public use on or about October 1, 1992, this amount shall be prorated for the remaining period between the time of opening and December 31, 1993. In the event that the trail and support system are open to the public before October 1, 1992, the amount of the payment shall be increased prorata to provide for the additional maintenance, operation and administration expense. The parties agree that King County will pay Redmond the sum of Twenty Thousand Dollars (\$20,000) annually, for a five-year period, beginning in the year 2000. Payment will occur within the first quarter of each year according to the payment schedule below. In the future, if King County should relocate either the North-South or East-West regional connecting trails to a new location outside the Redmond Watershed Property, the annual payment amount shall be reduced. The reduction in the annual payment amount shall be proportional to the reduction in the number of trail miles within the Redmond Watershed Property serving as regional connecting trails in the King County Regional Trails System. The reduction in the annual payment amount shall be prorated to reflect the date that a new North-South or East-West regional connecting trail is opened to the public. The King County Parks logo shall be displayed on all signage at regional trail and support facility sites located within the Redmond Watershed Property.

Payment Schedule:

<u>Year 2000</u>	<u>\$20,000 in first quarter of 2001</u>
<u>Year 2001</u>	<u>\$20,000 in first quarter of 2001</u>
<u>Year 2002</u>	<u>\$20,000 in first quarter of 2002</u>
<u>Year 2003</u>	<u>\$20,000 in first quarter of 2003</u>
<u>Year 2004</u>	<u>\$20,000 in first quarter of 2004</u>

B. Not later than May 31, 1993, May 31, 2004, the parties shall meet to negotiate an agreement for Redmond's maintenance,

operation and administration of the recreational trail and support system for a five (5) year period commencing ~~January 1, 1994~~ January 1, 2005 and ending ~~December 31, 1998~~ December 31, 2009. The agreement shall provide for King County's payment to Redmond of annual amounts to be used by Redmond for maintenance, operation, and administration of the trail and support system. In the event that the parties cannot reach agreement by ~~January 1, 1994~~ January 1, 2005, the parties shall submit the matter to binding arbitration as provided in this Paragraph. The matter shall be arbitrated by a panel of three (3) impartial arbitrators according to the rules of the American Arbitration Association. Each party shall select one member of the arbitration panel and the two arbitrators so chosen shall select the third member. Each member of the panel shall have expertise in park maintenance, administration and operation. The task of the arbitration panel shall be to determine the cost of maintaining, administering and operating the King County regional connecting trail and support systems constructed under the approved master plan to the standards then applicable to comparable trails and recreational uses in unincorporated King County for the period from January 1, 1994 January 1, 2005 to ~~December 31, 1998~~ December 31, 2009. The decision of the arbitration panel shall be final and binding upon the parties and the amounts so determined shall be the amounts to be paid by King County to Redmond for the period indicated. Each party shall be solely responsible for compensation of the arbitrator selected by it, and the remaining costs of the arbitration, including, but not limited to, the compensation of the third arbitrator, shall be split equally between the parties.

2. Effect of Amendment. Except as expressly modified by this instrument, all terms and conditions of the Interlocal Agreement remain in full force and effect.

11147

EXECUTED BY the City of Redmond this ____ day of _____,
2000.

CITY OF REDMOND

Rosemarie M. Ives, Mayor

ATTEST/AUTHENTICATED:

Bonnie Mattson, City Clerk

APPROVED AS TO FORM

James E. Haney, City Attorney

EXECUTED BY King County this ____ day of _____,
2000.

KING COUNTY

King County Executive

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

King County
Deputy Prosecuting Attorney