



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 3, 2001**

**Ordinance 14220**

**Proposed No.** 2001-0482.2

**Sponsors** McKenna and Hague

1 AN ORDINANCE authorizing the execution of an  
2 interlocal cooperation agreement between the Central  
3 Puget Sound Regional Transit Authority and King County  
4 for the shared use of the Bellevue Transit Center.  
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6

7 STATEMENT OF FACTS

- 8 1. King County currently owns and operates the Bellevue Transit Center  
9 (hereinafter referred to as BTC) located in the NE 6 Street alignment  
10 between 108 Avenue NE and 110 Avenue NE on city right-of-way,  
11 county-owned property and easements on private property.
- 12 2. King County currently permits the Central Puget Sound Regional  
13 Transit Authority (hereinafter referred to as Sound Transit) to operate  
14 bus service at the transit center in accordance with Section 11.2 of the  
15 Regional Express Bus Service and Operations and Maintenance  
16 Agreement dated September 15, 1999.

17 3. Pursuant to the county's *Six-Year Transit Plan* and Sound Transit's  
18 *Sound Move*, both parties desire to expand the existing transit center for  
19 continued shared use of bus operations and to facilitate transfers between  
20 regional and local bus service.

21 4. On May 11, 1998, King County and Sound Transit entered into a  
22 memorandum of understanding that described the general relationship  
23 between the parties and provided for specific project agreements to be  
24 developed as warranted. In 1998, King County, Community Transit,  
25 Everett Transit, Pierce Transit and Sound Transit developed the "Good  
26 Neighbor Policy" to provide a shared approach to funding the ongoing  
27 costs of facilities which stated that if Sound Transit funds the  
28 replacement or expansion of an existing transit agency facility such as  
29 BTC, the transit agency will cover ongoing facility costs at the previous  
30 level.

31 5. Sound Transit has budgeted \$19 million and King County \$1.6  
32 million for development of an expanded BTC.

33 6. King County and Sound Transit have both received federal funding  
34 for the project.

35 7. Sound Transit is managing the design and construction of the new  
36 facility and will own the facility improvements.

37 8. Sound Transit, through the city of Bellevue, began Phase I  
38 construction in April 2001 to construct on-street improvements to  
39 support an expanded BTC and to interface with the HOV Direct Access

40 project which will be constructed by Sound Transit and the Washington  
41 State Department of Transportation following completion of the transit  
42 center.

43 9. Sound Transit has completed design of the proposed expanded BTC  
44 which provides: an expanded central passenger loading platform with  
45 capacity for ten buses having independent pull-in and independent pull-  
46 out capability; distributed bus zones on 108 Avenue NE and 106 Avenue  
47 NE; two operator restrooms on the central loading platform; a field  
48 office; improved inclement weather protection for transit patrons and  
49 improved customer information.

50 10. King County and Sound Transit desire to enter into an interlocal  
51 cooperation agreement to authorize Sound Transit to demolish the  
52 existing BTC, reconstruct an expanded BTC and establish their  
53 respective roles and responsibilities in sharing the use and maintenance  
54 of the new expanded BTC.

55 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

56 SECTION 1. The King County Council, having determined that the construction  
57 of a new expanded BTC in partnership with Sound Transit is in the best interest of the  
58 public, does hereby authorize the county executive to execute an interlocal cooperation  
59 agreement, substantially in the form attached with Sound Transit, for shared ownership,  
60 maintenance and use of the BTC.

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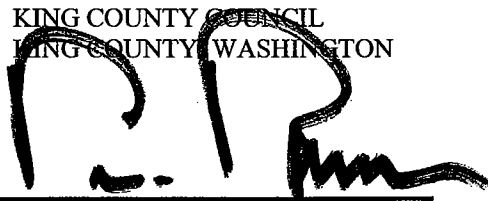
Ordinance 14220 was introduced on 9/24/01 and passed as amended by the Metropolitan King County Council on 10/1/01, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL  
KING COUNTY WASHINGTON



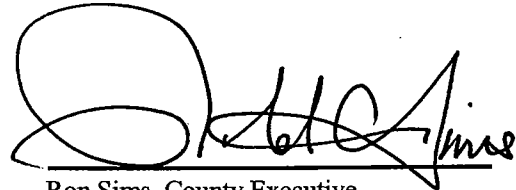
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of October, 2001.



Ron Sims, County Executive

**Attachments**

- A. Interlocal Cooperation Agreement Between Central Puget Sound Regional Transit Authority and King County For the Shared Use of the Bellevue Transit Center dated October 1, 2001

**ATTACHMENT A**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY  
AND  
KING COUNTY**

For the Shared Use of the Bellevue Transit Center October 1, 2001

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THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit") and King County through its Department of Transportation (hereinafter referred to as the "County") and as may be referred to individually as "Party" and collectively as "Parties".

### RECITALS

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

WHEREAS, pursuant to Chapter 81.112.070 RCW and public vote, Sound Transit is authorized to perform regional high capacity transportation functions within Sound Transit's jurisdictional boundary as set forth in *Sound Move*, its ten year Regional Transit System plan; and

WHEREAS, Sound Transit and the County are authorized by Chapter 39.34 RCW to enter into agreements for cooperative action "to make the most efficient use of their powers;" and

WHEREAS, the County currently owns and operates a transit center located in downtown Bellevue on City right-of-way, County-owned property and easements on private property, which transit center was constructed and which real property was acquired using grant funds from the UMTA (Urban Mass Transit Administration) now named Federal Transit Administration ("FTA"); and

WHEREAS, the County currently permits Sound Transit's bus service to operate at the aforementioned transit center in accordance with Section 11.2 of the Regional Express Bus Service and Operations and Maintenance Agreement dated September 15, 1999 ("Service Agreement"); and

WHEREAS, pursuant to *Sound Move* and the County's Six Year Plan, both parties desire to expand the existing transit center for continued shared use by Sound Transit's and the County's bus operations and to facilitate transfers between regional and local bus service; and

WHEREAS, the County and Sound Transit entered into a Memorandum of Understanding dated May 11, 1998, that described the general relationship between the County and Sound Transit and provided for specific project agreements to be developed by the County and Sound Transit as warranted; and

WHEREAS, the County and Sound Transit desire to enter into this Interlocal Cooperation Agreement ("Agreement") to establish their respective roles and responsibilities in sharing the use of the BTC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1.0 Purpose and Scope of the Agreement



The Parties agree that the BTC is to provide an expanded regional facility that is the major interface between regional and local transit service in downtown Bellevue. This Agreement specifies the relationship and roles of the Parties as to the ownership, use and maintenance of the BTC. Nothing in this Agreement should be construed as amending the provisions of the Service Agreement. With respect to the operation and maintenance of the BTC, however, a provision in this Agreement shall control in the event it is in conflict with the more general provisions of the Service Agreement.

## **2.0 County Transit Center Improvements and Real Property Interests/Permits**

### **2.1 County Improvements Described**

The existing County transit center improvements that are owned, operated and maintained by the County are as follows:

- a. A transit island and all lighting fixtures, signage and information display devices, trees, and structures located on the island.
- b. The bus roadways, curbs and gutters (collectively referred to as "bus lanes") north and south of the island located in the alignment of N.E. 6<sup>th</sup> Street between 108<sup>th</sup> Avenue N.E. on the west, and 110<sup>th</sup> Avenue N.E. on the east.
- c. The utility facilities and lines that serve the transit center, including storm water drainage and detention, water service, sanitary sewer, electrical, irrigation and telephone.
- d. The sidewalk adjacent to the outside curbing of the northerly bus lane and the street lights located thereon but not including any traffic signals, landscape plantings or other improvements located on or along said sidewalk.
- e. The sidewalk adjacent to the outside curbing of the southerly bus lane but not including any traffic signals, street lights, landscape plantings or other improvements located on or along said sidewalk.

### **2.2 Underlying Property Interests**

The County's transit center improvements have been located on real property as indicated below:

- a. A portion of the transit island, the northerly bus lane, and its adjacent sidewalk are located in the N.E. 6<sup>th</sup> Street right-of-way pursuant to a street use permit issued by the City of Bellevue dated January 9, 1985.
- b. A portion of the transit island and the southerly bus lane are located on property owned by the County acquired through condemnation under King County Superior Court Cause No. 84-2-05304-6.
- c. The sidewalk adjacent to the southerly bus lane is located on a sidewalk easement acquired by the County under the aforesaid condemnation action.

### **2.3 Third Party Improvements**

The City of Bellevue owns and maintains the traffic signals and street lights located on the southerly sidewalk. The property owners adjoining said sidewalks own and maintain the landscape plantings in and along said sidewalks.

### **3.0 Sound Transit's Expanded Transit Center**

#### **3.1 General**

Sound Transit is developing an expanded transit island, new bus lanes and various improvements on and in the vicinity of the existing transit island. The improvements covered by this Agreement and herein referred to as "BTC improvements" shall consist of the following-described "transit island and bus lane improvements" and "distributed improvements." The BTC improvements are described on the final plans and specifications prepared by Entranco, entitled Bellevue Transit Center: Stage 1, dated February, 2001 and Bellevue Transit Center: Stage 2, dated August, 2001, hereinafter referred to as the "Project Drawings".

#### **3.2 Transit Island and Bus Lane Improvements**

The transit island and bus lane improvements shall be located in the alignment of N.E. 6<sup>th</sup> Street between 108<sup>th</sup> Avenue N.E. on the west, and 110<sup>th</sup> Avenue N.E. on the east, in downtown Bellevue; and shall consist of:

- a. a new transit island, shelter structures, two operator restrooms, signage and information display devices, a field office, artwork, windscreens, and other above-ground improvements to be installed on the island, all as shown in the Project Drawings;
- b. the bus lanes, curbs, and gutters located to the north and south of the island, all as shown in the Project Drawings ;
- c. the utility facilities and lines that serve the transit center (including storm water drainage and detention, water service, sanitary sewer, electrical service, irrigation and telephone) but are not dedicated to the City of Bellevue, as shown in the Project Drawings;
- d. two trees planted on the island; and
- e. lighting fixtures and any other street furniture elements affixed to the island or shelter as shown in the Project Drawings.

#### **3.3 Distributed Improvements**

The improvements to be distributed throughout the vicinity of the transit island which are covered by this Agreement as "BTC improvements" shall consist of:

- a. a non-revenue vehicle (NRV) parking area located on a County easement on the east side of 110<sup>th</sup> Avenue immediately south of N.E. 6<sup>th</sup> Street; and
- b. bus shelters, benches, litter receptacles and/or signage located at the following four (4) bus stop locations on sidewalks located on City of Bellevue right-of-way and/or sidewalk easements:
  1. on the east side of 106<sup>th</sup> Avenue N.E., immediately north of the N.E. 6<sup>th</sup> Street alignment ;
  2. on the west side of 106<sup>th</sup> Avenue N.E., to the south of the N.E. 6<sup>th</sup> Street alignment;
  3. on the east side of 108<sup>th</sup> Avenue N.E., immediately south of the N.E. 6<sup>th</sup> Street alignment;

4. on the west side of 108<sup>th</sup> Avenue N.E., immediately north of the N.E. 6<sup>th</sup> Street alignment; and

### 3.4 Improvements Not Covered

The Project Drawings and other plans of Sound Transit depict other improvements which may be installed by Sound Transit or the City of Bellevue in and around the BTC, but which are not considered "BTC Improvements" for the purposes of this Agreement. These improvements not covered by this Agreement include the following:

- a. traffic signals, utilities and other improvements installed by Sound Transit on behalf of or dedicated to the City of Bellevue, pursuant to a separate agreement between Sound Transit and the City of Bellevue;
- b. the sidewalks along the outside curbing of the bus lanes, together with any street lighting, utilities, landscape plantings and other improvements located in, under or along said sidewalks.
- c. the signage in the pedestrian corridor which is along the N.E. 6<sup>th</sup> Street alignment between 106<sup>th</sup> Avenue N.E. and 108<sup>th</sup> Avenue N.E.
- d. the Rider Services Building planned by Sound Transit to be built on property north of N.E. 6<sup>th</sup> Street for transit patrons using the BTC.

The Parties may amend this Agreement at a later date to define the shared use of the Rider Services Building and any other modifications, expansions or improvements to the BTC that are proposed by either party.

## 4.0 Ownership and Use of BTC Improvements

### 4.1 Ownership

Subject to approval by the FTA, the County hereby transfers to Sound Transit any of its ownership interest in the improvements listed in Section 2.1 for Sound Transit's demolition, removal, modification and/or incorporation into the BTC improvements described in Section 3.2 and 3.3. Sound Transit shall take title to and own the BTC improvements upon their completion and shall be responsible for the control and use of said improvements in accordance with the terms, and for the duration of, this Agreement.

## 4.2 Shared Use

The parties shall each have the right to use the BTC improvements for their respective bus operations and NRV use.

## 4.3 Third Party Use

Sound Transit shall be responsible for approving any use of the BTC by third-parties, including but not limited to the following: operation of Sound Transit bus service by other contractors; installation of newsracks; installation of public phones; provision of food and beverages or any purposes other than County public transit. Provided, however, Sound Transit shall not grant permission for any third party use without conferring with the County regarding cost or other impacts and negotiating with the County regarding any increased costs. Sound Transit agrees to give the County at least thirty (30) days advance notice of the specific location and nature of a proposed third party use. If the County believes the proposed use should not be allowed, it may invoke the dispute resolution process in Section 10. The County will receive a proportional share of any revenues generated by such third-party uses, net of a reasonable management fee and tax payments, said share to be based on the County's percentage share of scheduled maintenance cost. Sound Transit shall also obtain written consent of the FTA as required. Sound Transit agrees that no third party shall be allowed to use the BTC improvements without executing an indemnity agreement, reasonable acceptable to both Sound Transit and the County, providing both Parties with defense, indemnity and/or insurance protection.

## 5.0 Real Property Interests

### 5.1 Sound Transit Easements

Sound Transit will acquire for public transportation purposes easements for the portions of distributed bus zones located on private property and an easement for the purpose of removing the existing "dog leg" in the southerly bus lane to allow for expansion of the transit island and transit use of a straight westbound bus lane on the south side of N.E. 6<sup>th</sup> Street closest to 110<sup>th</sup> Avenue N.E. Said easements, on property depicted in the Site Map attached hereto and made a part hereof as Exhibit A.

### 5.2 Street Use Permit(s)

Sound Transit will acquire in its name, a new street use permit(s) for the portion of the BTC improvements located on City of Bellevue right-of-way. Said street use permit(s) shall expressly permit Sound Transit to authorize other transit agencies to use said City right-of-way for operations and maintenance activities. When Sound Transit obtains its street use permit(s), the County will relinquish its existing street use permit to the City of Bellevue.

### 5.3 Authority to Use County Fee and NRV Easement

Pursuant to K.C.C. 4.56.150, King County hereby grants to Sound Transit authority to use County-owned property and the County's NRV parking area easement (Recorder #9408100802), all as depicted in Exhibit A, for purposes of constructing, owning, controlling, securing, and granting third-party use of the portion of the BTC improvements, including an underground sewer service line, that are located on said property, all in accordance with the terms this Agreement. Said authorization for Sound Transit's use shall terminate upon the expiration or termination of this Agreement.

### 5.4 Water Line Easement

County agrees to grant to Sound Transit a nonexclusive easement, in substantially the form attached hereto as Exhibit B, for the purpose of constructing, owning and maintaining an underground water line to be installed across County-owned property as depicted in Exhibit A. Installation of said water line across County property will enable Sound Transit to install a fire hydrant required by the City of Bellevue for BTC fire safety purposes, while avoiding the cost of demolishing existing street pavement surfaces to install the water line along the other alternative routes. The easement shall be assignable to the City of Bellevue when Sound Transit conveys the installed line to the City. The easement deed shall be executed contemporaneously with the execution of this Agreement and shall be recorded in the real property records of King County.

#### 5.5 Existing County Easements

The County acquired two nonexclusive permanent easements “for any lawful intrusion of noise, pedestrian traffic, dust, litter, odors, fumes and like intrusions” over and across certain parcels for purposes of the original transit center (Recorder # 8607231246 and #8601310856). The County also acquired sidewalk, slope and construction easements under King County Superior Court Cause No. 84-2-05304-6 for purposes of the original transit center. For the duration of this Agreement, the County agrees that it will not relinquish or convey its interests under any of the above-referenced easements without the written consent of Sound Transit. With respect to the sidewalk and slope easements, the County agrees to cooperate with any efforts by Sound Transit to obtain from the property owner(s) replacement sidewalk and slope easements in the name of the City. The County makes no warranties or representations to Sound Transit that Sound Transit may utilize or rely on any County easements for purposes of developing and owning the BTC improvements or any other improvements not covered by this Agreement. In the event the owner(s) of the property burdened by said easements assert that said easements are not applicable or adequate for purposes of constructing, owning, controlling, securing, maintaining, repairing, replacing and granting third-party use of the BTC improvements and any other improvements not covered by this Agreement, Sound Transit agrees at its sole expense to obtain such permits, easements or other property rights as are necessary for such purposes. Sound Transit further agrees to defend, indemnify and hold harmless the County, its officials, employees and agents from and against any claims, demands, lawsuits, expenses and liabilities of any kind which may arise from any alleged insufficiency or inapplicability of said easements to the BTC.

#### 5.6 Preservation of Interests

Neither Sound Transit nor the County will dispose of any of their respective real property interests associated with the BTC except pursuant to subsection 14.2 or exercise these interests in a manner inconsistent with the provisions of this Agreement.

### **6.0 Operations and Maintenance**

#### 6.1 Overview

The parties agree to cooperate in their respective operational and maintenance activities as more fully set forth herein. The parties agree that they shall meet at least every four years during the life of this Agreement to review the BTC’s operating and maintenance functions and costs. Said reviews shall be completed by June 30 of 2006, 2010, 2014, 2018, 2022, 2026, and 2030.

#### 6.2 Operations

### 6.2.1 Bay Assignments

The parties will agree on the initial bus bay assignments for Sound Transit service to be implemented when the BTC opens for service. Except in case of emergencies, any subsequent changes or revisions by the County to bay assignments of Sound Transit service shall require Sound Transit's written consent prior to implementation, which consent shall not be unreasonably withheld. Sound Transit will coordinate the scheduling and use of the BTC with the County on behalf of other transit operators.

### 6.2.2 Service Supervisor

If the parties agree that a service supervisor should be assigned to the BTC, the Parties shall amend this Agreement by specifying the hours of supervisor presence in the table entitled, "BTC Scheduled and Unscheduled Maintenance Tasks," which is attached hereto and made a part hereof as Exhibit C, and by specifying the cost allocation for said assignment in the "BTC Reimbursement Summary," which is attached hereto and made a part hereof as Exhibit D.

### 6.2.3 Security

Sound Transit is responsible for providing security at the BTC. Locks and other security measures installed at the BTC will provide County operators, supervisors and maintenance personnel access as needed for their use. Sound Transit shall inform the County at the end of each year of its actual costs incurred that year for security measures. The County will reimburse Sound Transit for said actual costs, up to the amount specified in Exhibit D as adjusted annually

### 6.2.4 Signage Hardware

Sound Transit will supply, install and maintain the following signage hardware for use on the transit island and at the distributed bus zones located on 108<sup>th</sup> Avenue N.E.: Regional T beacons, route flags, information displays, regulatory signs, information signs and wayfinding signs. Sound Transit's maintenance of said signage shall include removal of graffiti and replacement of glass on an as-needed basis. The County agrees to notify Sound Transit of any required signage maintenance. Post-mounted schedule holders shall be supplied by the County for Sound Transit to install but will be maintained by the County. The County shall install and maintain signage hardware at the distributed bus zones located on 106<sup>th</sup> Avenue N.E.

### 6.2.5 Route Flag Changes

Sound Transit will update the route flags on the transit island and at the distributed bus zones located on 108<sup>th</sup> Avenue N.E. at service changes. The County will update the route flags at the distributed bus zones located on 106<sup>th</sup> Avenue N.E..

### 6.2.6 Changeable Information

The County will produce the changeable information that will be inserted in the signage hardware at the transit island and the distributed bus stops on 108<sup>th</sup> Avenue N. E. Sound Transit will produce the BTC area maps and ST system maps that will be inserted in the signage hardware at the transit island and the distributed bus zones on 108<sup>th</sup> Avenue N. E.. If said maps include County route and service information, Sound Transit agrees to submit drafts to the County for its review and verification of the County information prior to production. The County shall install the changeable information, and any area maps and ST system maps produced by Sound Transit, as part of the service change process and as required between service changes due to minor schedule revisions or damaged signage. The County agrees to notify Sound Transit of any required signage maintenance. Sound shall contribute the amount specified in Exhibit D, as adjusted annually, toward the County's costs of performing the work of this Section 6.2.6. The Parties agree to work jointly to develop any future design for the signage and customer printed information for the BTC.

### 6.2.7 Information Technology System

Sound Transit shall consult with the County prior to determining the display monitors, computer equipment and internet connections necessary to enable BTC patrons to view schedule information provided by the Transit Watch System or such similar system as the County may make available to other transit centers. Sound Transit shall be responsible for procuring, installing and maintaining such technology components at the BTC. The County agrees to contribute up to the amount specified in Exhibit D, as adjusted annually, toward Sound Transit's internet connection costs.

## 6.3 Maintenance, Repair and Replacement Responsibilities

### 6.3.1 Application

This Section 6.3 applies to the BTC improvements as defined in Sections 3.2 and 3.3. The County's responsibilities under this Section 6.3 shall commence on the date when the County, at its discretion, resumes operating buses on the northerly bus lane. The County's maintenance responsibilities shall only apply to those improvements for which Sound Transit has issued final acceptance to its contractor. The County shall have no responsibility at any time to maintain, repair, or replace any improvements not defined as "BTC improvements" under this Agreement and Sound Transit agrees to ensure that such other improvements are maintained, repaired and replaced to the extent necessary for the operation of the BTC. Any work by the County on such other improvements must be mutually agreed to by the Parties with roles and responsibilities defined in an amendment to this Agreement.

### 6.3.2 Scheduled Maintenance

The County will perform scheduled maintenance as described in Exhibit C and in accordance with its current procedures used at other transit centers owned and operated by the County, subject to the agreed upon frequencies specified in Exhibit C. The zone southbound on 108<sup>th</sup> Avenue N.E. has no shelter, however, it is included in scheduled maintenance for routine sweeping and cleaning. Sound Transit shall contribute no more than the fixed the amount for actual costs specified in Exhibit D as adjusted annually toward the County's costs of performing said scheduled maintenance tasks.

### 6.3.3 Unscheduled Maintenance and Minor Repairs

The County will perform unscheduled maintenance and minor repairs as described in Exhibit C in accordance with its current procedures used at other transit centers owned and operated by the County.

For purposes of this Agreement, the "minor repairs" that are included in the unscheduled maintenance tasks are repairs which cost no more than \$1,500 in labor and materials as adjusted annually using the agreed upon CPI formula in Section 7.1. Each party shall contribute its baseline share as specified in Exhibit D and annually adjusted, toward the County's costs of performing the unscheduled maintenance tasks. The parties agree to share the overage if the actual cost of the County's performance of the tasks in Exhibit C exceeds the total amount of baseline shares in any given year. Sound Transit shall pay 51% and the County shall pay 49% of any overage. If in any year the overage constitutes 50% or more of that year's baseline total, the parties shall meet to discuss the reasons for such an overage and consider modifications to the facility to reduce the need for unscheduled maintenance and minor repairs.

#### 6.3.4 Annual Condition Assessment and Mid-Life Refurbishment

To the extent the County continues to conduct an annual assessment of the condition of its facilities as part of its "Transit Asset Maintenance Program" or similar program, the County agrees, without charge to Sound Transit, to inspect the BTC improvements. Said condition assessment may consider the BTC's mechanical and electrical systems, coatings, caulking and sealants, paving and roofs. The County further agrees to submit a condition assessment report to Sound Transit with recommendations for mid-life refurbishment tasks and estimated costs. Mid-life refurbishment tasks could include roof replacement, asphalt/concrete overlays or replacement, heating, ventilation and air conditioning (HVAC) upgrades or replacement, lighting upgrades/replacement and repainting the facility. Sound Transit agrees, however, that it is solely responsible for determining when the BTC improvements require repair or replacement and the County shall not be liable for any errors or omissions in said assessments or reports. If Sound Transit elects to perform any of the recommended mid-life refurbishment projects, the County shall competitively procure the necessary design and construction contracts for Sound Transit.

#### 6.3.5 Major Repairs/Replacement

a. In the event the County determines from other than the annual condition assessment that elements of the BTC improvements need repair or replacement due to damage or wear, and the County determines that such repair/replacement work is neither the warranty responsibility of Sound Transit's construction contractor nor a minor repair performed as unscheduled maintenance under Section 6.3.3, the County shall provide a written description of the needed work, a proposed schedule and the estimated cost to Sound Transit for Sound's decision on whether to have the work performed by the County, if agreeable to the County, or to have the County competitively procure the necessary design and construction contracts for Sound Transit. If the County determines a need for such a major repair/replacement on an emergency basis, the County may act immediately and give notice to Sound Transit that the work is commencing and, as soon as is practicable thereafter, provide a written description of the needed work, a proposed schedule and the estimated cost. Except in an emergency, both parties must agree in writing before the work commences.

b. Upon completion of work under this Section 6.3.5, the County shall provide Sound Transit with an invoice for the costs of performing a major repair/replacement project. The County shall contribute toward these invoiced costs from a lump sum "major repairs allotment" that shall be established at the start of this Agreement at \$109,956. Fifty percent (50%) of each project invoice prepared by the County under this Section 6.3.5 shall be paid from said County allotment until the allotment has been completely spent down. The portion of an invoice not contributed by the County shall be contributed by Sound Transit and, once the allotment has been completely spent down, Sound Transit shall pay the full amount of the invoice. Until the County's allotment has been completely spent down, however, the remaining balance as of October 31 shall be adjusted annually by multiplying the remaining balance by an inflation



factor that consists of the percentage increase in the national CPI-W over the previous twelve-month period that ended August 31 and was reported in September

#### 6.3.6 Utilities

Sound Transit is responsible for connecting the electrical power, water, sewer and other utilities necessary for the operation of the BTC. Should Sound Transit decide to use water for irrigation of landscaping beyond the transit island, the increased costs will be the responsibility of Sound Transit. Monthly billings for other utilities shall be paid by the County and Sound Transit shall reimburse the County in accordance with Exhibit D.

#### 6.3.7 Artwork on the Transit Island

Sound Transit agrees that it will not install any artwork on the transit island which would require County personnel to take special precautions to protect the artwork from the methods and materials used in the course of performing the cleaning, washing and other tasks performed on the transit island as part of scheduled maintenance. Notwithstanding the above provisions, the County's sole responsibility with regard to any artwork located on the transit island shall be to include it as part of the scheduled cleaning tasks performed on the transit island. Sound Transit shall be responsible for repairing artwork as needed.

### 7.0 Reimbursements

7.1 Baseline Shares of Certain Costs and Annual Adjustment The parties have agreed to share certain costs according to a Year 2001 baseline estimate of their shares of such costs as specified in Exhibit D. The parties have agreed that their respective baseline shares shall be adjusted each October 31 for the coming year by multiplying the current year's budget amounts by an inflation factor that consists of the percentage increase in the national CPI-W over the previous twelve-month period that ended August 31 and was reported in September. For 2002, the Parties will pay a prorata amount based on the number of months subsequent to the County's commencement of operations and maintenance activities under this Agreement.

#### 7.2 Schedule of Reimbursements

The parties have agreed to share certain costs incurred in performing their respective responsibilities by reimbursing each other as more fully set forth in certain provisions of Sections 6 and 7 and in amounts specified in Exhibit D. The schedule for payment of these various reimbursements is summarized as follows:

End-of-Year Reimbursements

Sound Transit: Share of Overage for Unscheduled Maintenance and Minor Repairs (Sec. 6.3.3)

County: Security (fixed cost)(Sec. 6.2.3)

Quarterly Reimbursements

Sound Transit: Changeable Information (fixed cost)(Sec. 6.2.6)  
Scheduled Maintenance (fixed cost) (Sec. 6.3.2)  
Unscheduled Maintenance and Minor Repairs (Sec. 6.3.3)  
Utilities (Sec. 6.3.6)

County: Information Technology System ((fixed cost) Sec.6.2.7)

Reimbursements As Incurred

Sound Transit Major Repairs/Replacement (Sec. 6.3.5)

7.3 At the end of each calendar quarter, the County shall submit an invoice to Sound Transit that includes the monthly reimbursements due from each party and any reimbursements due for actual costs and revenues as incurred in the past quarter. Reimbursements due on an end-of-the-year basis shall be included in the invoice that covers the first quarter of the next year. Sound Transit shall pay the amount of its reimbursements, less any reimbursements due from the County, within thirty (30) days after receipt of the County's invoice. Provided, however, the County shall not include in an invoice any costs incurred by the County in repairing/replacing a damaged BTC improvement if the damage was caused by the sole negligence of a County maintenance employee or a County employee operating a County bus route.

7.4 If the parties mutually agree, the frequency of the tasks devoted to scheduled maintenance in Exhibit C may be modified by a written amendment. Further, if Sound Transit requests the County to perform other tasks than those specifically defined in Exhibit C, and the County, in its sole discretion agrees to perform such additional work, the parties shall execute a written amendment setting forth the mutually agreed upon terms of any additional work. Sound Transit shall reimburse the County for additional costs unless the parties agree to a sharing of the costs.

**8.0 Audits, Inspections and Retention of Records**

**8.1 Audits and Inspections**

The Parties, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of each Party's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

## 8.2 Retention of Records

Copies of the records shall be furnished to each Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office. All documents, books, papers, accounting records, and other materials pertaining to this Agreement shall be retained by each Party for six years, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case each Party agrees to maintain same until all such litigation, appeals, claims or exceptions are finally resolved.

## 9.0 Designated Representatives

To ensure effective cooperation, each Party shall designate representatives responsible for communications between the Parties on certain subjects. Designated Representatives are responsible for coordinating input and work of other staff members as it relates to the specified subjects in Exhibit E. The Parties reserve the right to change Designated Representatives, with notice to the other Party.

## 10.0 Dispute Resolution

### 10.1 Step One

In the event of any dispute concerning this Agreement, the Deputy Director of Regional Express or designee and the Manager of Service Development for the County or designee shall confer to resolve the dispute. Said representatives shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event they are unable to resolve the dispute, the Regional Express Director and the General Manager of the Transit Division for the County shall confer and exercise good faith to resolve the dispute.

### 10.2 Step Two

In the event the Regional Express Director and the General Manager of the Transit Division for the County are unable to resolve the dispute, the Executive Director of Sound Transit and the Director of Transportation for the County shall engage in good faith negotiations to resolve the dispute.

### 10.3 Mediation

In the event the Executive Director of Sound Transit and the Director of Transportation of the County are unable to resolve the dispute, the parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties shall share equally in the cost of the mediator.

### 10.4 Prerequisite to Litigation

Sound Transit and the County agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

## **11.0 Legal Relations**

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

11.2 The Parties shall comply, and shall ensure their respective contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to their respective obligations under this Agreement.

11.3 To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions or negligent acts of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the party's responsibilities and other work referred to in this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to any work under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Sound Transit, its contractor or employees, agents, or representatives and the County, its contractor or employees, agents, or representatives, the indemnification applies only to the extent of the negligence of each party, its contractor or employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose the indemnifying party specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and each party recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. Each party to this Agreement shall reasonably notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

11.4 In the event a party fails to perform an obligation under this Agreement, the other party shall have the right to bring an action for specific performance, damages and any other remedies available to such a party under this Agreement, at law or in equity.

11.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.6 The provisions of this Section 11.0 shall survive any expiration or termination of this Agreement.

## **12.0 Insurance**

Each party, a duly constituted governmental entity under the constitution of the State of Washington, acknowledge, agrees and understands that each party is self-funded for all of its liability exposures and that its self-funded program is satisfactory for this Agreement. Each party agrees, at its own expense, to maintain, through its self-funded program, coverage for its liability exposures for the duration of this

Agreement. Each party agrees to provide the other party with at least 30 days prior written notice of any material change in their self-funded program and will provide the other party with a certificate of self-insurance as adequate proof of coverage.

### **13.0 Legal Compliance**

#### **13.1 Successors and Others in Interest**

This Agreement, together with all exhibits and attachments now or hereafter made a part, shall be binding on the Parties and their respective heirs, executors, administrators, successors and assigns.

#### **13.2 Assigns**

Neither this Agreement nor any interest herein may be assigned by one Party without the prior written consent of the other.

#### **13.3 Amendments and Modifications**

This Agreement shall not be modified except by written amendment signed by personnel authorized to bind the parties. Amendments or modifications that do not exceed previously approved budgets may be authorized on behalf of Sound Transit by its Regional Express Director and on behalf of the County by its Transit General Manager.

#### **13.4 Severability**

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

### **14.0 Termination of Agreement**

#### **14.1 Termination and Remedies for Material Breach**

Either Party may terminate this Agreement in the event the other fails to perform a material obligation under this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other Party. Written notice of termination of this Agreement shall be given by the Party terminating this Agreement to the other party not less than thirty days (30) days prior to the effective date of termination. A Party shall also be entitled to bring an action at law or in equity to abate, prevent or enjoin any such breach, to recover monetary damages caused by such breach or to compel specific performance by the other Party of its obligations under this Agreement, it being recognized that the beneficiaries of the obligations hereunder cannot be adequately compensated by monetary damages in the event of a Party's nonperformance. No delay in enforcing the provisions hereof as to any nonperformance shall impair, damage or waive the right of any Party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such nonperformance or any similar nonperformance thereof at any later time or times.

#### **14.2 Termination due to Cessation of Operations**

If either Party determines that it will cease operating any of its bus service at the BTC, it shall provide the other with twelve months written notice and commence negotiations to transfer any of its interests in the BTC improvements and underlying real property to the party that will continue to use the BTC. If the parties are unable to reach agreement on the terms of such a transfer, either party may invoke the dispute resolution procedures of Section 10. If the parties cannot thereby reach agreement on the terms of such a transfer, the parties shall agree upon the selection of a neutral party to establish the fair market value of the BTC assets owned by the party ceasing bus operations and to fix the payment terms for the transfer to the party continuing operations. The parties shall share equally in the cost of obtaining said neutral's determination. Upon successful completion of said transfer, either party may terminate this Agreement.

#### 14.3 Termination Plan

Prior to termination of this Agreement by expiration of the term or as provided in this Section, the Parties agree to develop a coordinated plan for terminating the Agreement that includes compensating for work satisfactorily rendered up until the time of termination.

#### 15.0 Notice Requirements

Any notice given under this Agreement shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid addressed as follows, or at such other address as the Party to be notified last directed in writing, or by serving said notice personally. The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable. The agency contacts for this project are as follows:

King County:                      Transit General Manager  
    King County Metro Transit  
    201 South Jackson Street, Mailstop KSC-TR-0415  
    Seattle, Washington 98104-3856

Sound Transit:                     Regional Express Director  
    Sound Transit Regional Express  
    401 South Jackson Street  
    Seattle, Washington 98104-2816

#### 16.0 Effective Date and Term of Agreement

##### 16.1 Effective Date

This Agreement shall take effect upon the signing by both Parties and shall expire on May 31, 2032, unless terminated earlier in accordance with this Agreement.

16.2 Conditions to Performance: Federal Funding

16.2.1 Before Sound Transit begins demolition of the existing improvements at the BTC, it shall have received from the County written notification countersigned by the FTA that the FTA has approved demolition of the existing improvements and that all other FTA grant-related requirements applicable to the improvements have been satisfied. The letter will be included as Exhibit F.

16.2.2 The County shall assume all obligations under statute, regulation, and contract which arise from or are related to the use of any state or federal financial assistance in developing or acquiring real property rights for the Bellevue Transit Center as it currently exists before implementation of this Agreement, including but not limited to, compliance with federal statutes and FTA regulations and guidelines on continuing control, management and disposition of a federally funded asset. The County shall defend, indemnify and hold harmless Sound Transit, its officials and employees from any and all claims, demands, causes of action, grievances, lawsuits or other liability whatsoever which arise out of, are incident to or are related to said statutory, regulatory and contractual obligations.

16.2.3 Sound Transit shall assume all obligations under statute, regulation, and contract which arise from or are related to Sound Transit's use of any state or federal financial assistance in developing the BTC improvements, including but not limited to, compliance with federal statutes and FTA regulations and guidelines on continuing control, management and disposition of a federally funded asset. Sound Transit shall defend, indemnify and hold harmless the County, its officials and employees from any and all claims, demands, causes of action, grievances, lawsuits or other liability whatsoever which arise out of, are incident to or are related to said statutory, regulatory and contractual obligations.

17.0 Execution of Agreement

This Agreement shall be executed in two (2) counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature and as of the date first written above.

KING COUNTY

CENTRAL PUGET SOUND  
REGIONAL TRANSIT  
AUTHORITY ("Sound Transit")

By: \_\_\_\_\_

By: \_\_\_\_\_  
Joni Earl, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

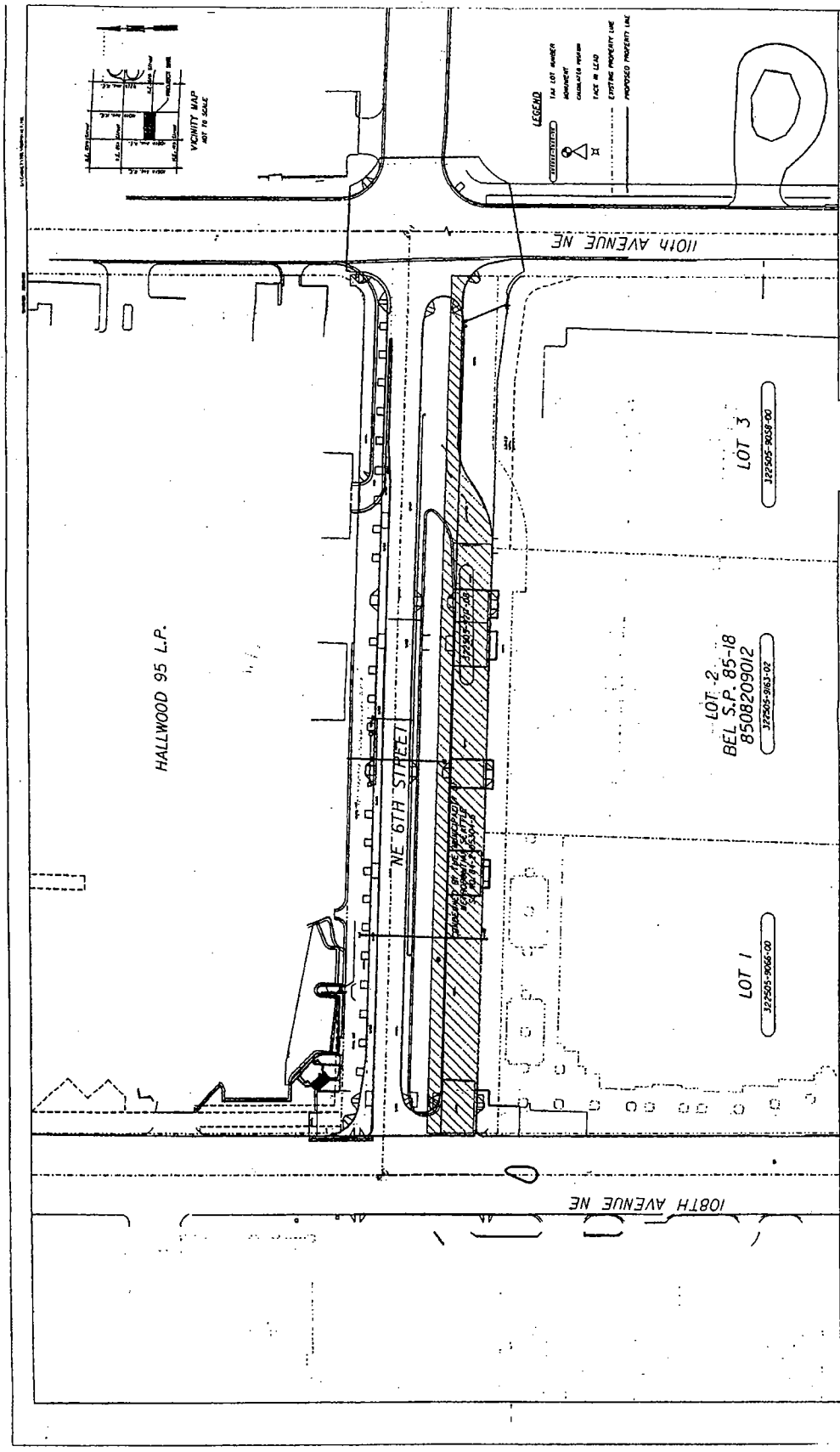
Approved as to form:

\_\_\_\_\_  
Sound Transit Legal Counsel

**Exhibit A: Site Map**

**See attached**





**Sound Transit**  
King County  
**City of Bellevue**  
TRANSPORTATION DEPARTMENT

**METRO**

Approved By: \_\_\_\_\_  
TRANSPORTATION REGION MANAGER

DATE: \_\_\_\_\_

Drawn By: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Revision: \_\_\_\_\_

**ENTRAMCO**  
EXHIBIT A:  
SITE MAP

BELLEVUE TRANSIT CENTER  
KING COUNTY PROPERTY  
AND SURROUNDING PROPERTIES

Sheet \_\_\_\_\_  
Of \_\_\_\_\_  
JOB NO. 2008-05

14220

**Exhibit B: Water Service Easement**



**Exhibit C: Scheduled and Unscheduled Maintenance Tasks**



**Exhibit D: BTC Reimbursement Summary**

Exhibit D: BTC Reimbursement Summary

REF. SEC.	SERVICE	2001 ANNUAL BASELINE	SOUND TRANSIT		KING COUNTY		SPECIAL NOTES
			BASELINE SHARE	% SHARE	BASELINE SHARE	% SHARE	
6.3	SECURITY	unknown	unknown	---	\$13,700	---	Estimated costs are fixed annual cost plus inflation factor
6.6	CHANGEABLE INFORMATION	\$1,850	\$1,850	---	---	---	Estimated costs are fixed annual cost plus inflation factor
6.7	INFORMATION TECHNOLOGY SYSTEM	\$3,000	unknown	---	\$3,000	---	KC cost is its maximum annual contribution plus the inflation factor
7.2	SCHEDULED MAINTENANCE.	\$97,107	\$54,807	56%	\$42,300	44%	Estimated costs are fixed annual cost plus inflation factor
7.3	UNSCHEDULED MAINTENANCE	\$23,484	\$12,000	51%	\$11,484	49%	Estimated costs are only estimates, NOT fixed costs. Cost to be shared on actual cost.
7.5	MAJOR REPAIRS/REPLACEMENT	unknown	unknown	---	\$109,956	---	KC cost is its maximum total contribution plus the inflation factor
7.6	UTILITIES Electricity	\$15,648	\$11,040	71%	\$4,608	29%	Estimated costs are only estimates, NOT fixed costs. Cost to be shared on actual cost.
	Water for potable purposes, Sewer, Storm	\$3,251	\$1,835	56%	\$1,416	44%	Estimated costs are only estimates, NOT fixed costs. Cost to be shared on actual cost.

	Water for irrigation	unknown	unknown	100%	\$0	0%	Estimated costs are only estimates, NOT fixed costs. Cost to be shared on actual cost.
	Telephone - for one phone line	\$405	unknown	---	\$405	---	KC cost is its maximum annual contribution plus the inflation factor



**Exhibit E: Designated Representatives**

**King County Metro:**

**Bus Operations**

Eric Gleason (206)684-1413  
Facsimile: (206)684-1860  
Email: Eric.Gleason@METROKC.GOV

**Major Repair/Replacement**

Sally Turner (206)263-4581  
Facsimile: (206)684-1803  
Email: Sally.Turner@METROKC.GOV

**Facility Maintenance**

Jerry Rutledge  
Telephone: (206)684-2087  
Facsimile: (206)684-2248  
Email: Jerry.Rutledge@METROKC.GOV

**Customer and Signage Information**

MaryKay Bauer (206)684-1566  
Facsimile: (206)263-4454  
Email: MaryKay.Bauer@METROKC.GOV

**Sound Transit:**

**Operations and Maintenance Issues**

Fred Chun (206)398-5044  
Cell phone: (206)920-1133  
Facsimile: (206)398-5214  
Email: chunf@soundtransit.org

**Art Program**

Carol Valenta (206)398-5059  
Facsimile: (206)398-5221  
Email: valentac@soundtransit.org

**Signage Hardware**

Lana Nelson 206-398-5053  
Facsimile: 206-398-5214  
Email: nelsonl@soundtransit.org

**Customer Information**

Cheryl Sloan (206)398-5330  
Facsimile: (206)398-5221  
Email: sloanc@soundtransit.org

**Exhibit F: FTA Letter**



U.S. Department  
of Transportation  
Federal Transit  
Administration

EXHIBIT F 14220

REGION X  
Alaska, Idaho, Oregon,  
Washington

915 Second Avenue  
Federal Bldg. Suite 3142  
Seattle, WA 98174-1002  
206-220-7954  
206-220-7859 (fax)

Frank Tordillos  
Grants Administrator  
King County Department of Transportation  
201 South Jackson Street, MS KSC-TR-0814  
Seattle, Washington 98104-3856

Re: Bellevue Transit Center

Dear Mr. Tordillos:

This responds to your letter of September 19, 2001 seeking Federal Transit Administration (FTA) concurrence to the Interlocal Cooperation Agreement between King County and Sound Transit for the development, use and operation of a new Bellevue Transit Center (BTC). As your letter notes, the current Bellevue transit center was developed in 1985 by King County through two grants from FTA. Under the Interlocal Agreement, the County proposes to transfer to Sound Transit certain real property improvements constructed under those prior FTA grants and Sound Transit will, in turn, demolish and reconstruct those improvements in the new BTC. The Interlocal Agreement also provides, among other things, King County granting to Sound Transit the use of the land underlying the new BTC for a period until May 31, 2032.

FTA concurs in the Interlocal Agreement. Specifically, FTA concurs in the transfer of those Bellevue transit center improvements to Sound Transit for its demolition and reconstruction in conjunction with their development of the new BTC. FTA also concurs in the transfer to Sound Transit the permission to "use" the underlying land for the development of the new BTC. This concurrence is conditioned on the following:

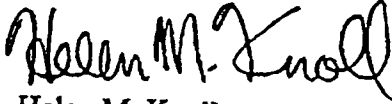
1. Exhibit A, which describes the property subject to this "use" agreement and is referred to in Section 5.3 of the Interlocal Agreement, is of such specificity as to provide a legal description of the real property;
2. There is a precise definition of the term "use" as is intended in the Interlocal Agreement, such as what types of activities are allowed and what restrictions may be imposed on the use of the underlying land;
3. A listing of any existing encumbrances on the land that may affect the "use" of the land by Sound Transit;
4. Restrictions on any future encumbrances by either Sound Transit or King County;
5. A provision for Sound Transit's "quiet enjoyment" of the real property;

6. Provisions governing surrender of real property after May 31, 2032, such as the condition of the property and ownership of the improvements; and
7. A provision requiring that the "use" itself and the terms of the "use" agreement are subject to the applicable terms and conditions of the FTA grants affecting the original and new BTC.

Please provide FTA with a copy of the Interlocal Agreement once signed.

Thank you for the opportunity to review the Interlocal Agreement. Questions regarding this approval letter may be referred to Ted Uyeno, Regional Counsel, at (206) 220-7958.

Sincerely,



Helen M. Knoll  
Regional Administrator

4220

Cc: Judy Riley



King County  
Department of Transportation  
Office of Regional Transportation Planning  
Grants Management Section  
201 South Jackson Street.  
Mailstop KSC-TR-0814  
Seattle, WA 98104-3866

14220

October 1, 2001

Ms. Helen Knoll  
Regional Administrator  
Federal Transit Administration, Region X  
915 Second Avenue, Suite 3142  
Seattle, WA 98174-1002

Dear Ms. Knoll:

We have received your letter of September 28, 2001, regarding the FTA's concurrence with the Bellevue Transit Center Interlocal Agreement.

We appreciate your Office's willingness to help us meet a tight construction schedule by issuing a concurrence letter even though the shortness of time did not allow for a detailed review of all the terms. We agree with your assessment that the conditions listed in the letter can all be satisfactorily addressed and, indeed, we believe many of them have been in the existing draft.

We are writing to inform you of how the parties intend to address, or have already addressed, the conditions listed in your letter.

1. The County and Sound Transit agree to add to the site map in Exhibit A the legal descriptions of the County-owned property and the County easement referred to in Section 5.3 of the Agreement.
2. The County and Sound Transit believe they have adequately defined the activities that constitute authorized "use" of the BTC improvements located on County land.
  - Section 5.3 authorizes Sound Transit to "use" the County-owned property, and an easement for non-revenue vehicle ("NRV") parking, for the following activities: constructing, owning, controlling, securing and granting third-party use of the BTC improvements in accordance with the other terms of the Agreement.

- Section 4.2 authorizes both parties to "use" the BTC for their respective bus operations and NRV use (automobiles, vans, maintenance vehicles and emergency vehicles, including, construction and maintenance).
- Section 4.3 authorizes Sound Transit to allow third-parties to "use" the improvements for such activities as operating transit service, dispensing newspapers or beverages, or installing pay phones. The approval of third party use is subject to a number of conditions including that Sound Transit obtain FTA's written approval.
- Section 6 permits use of the BTC for conducting operation and maintenance activities which are defined and limited with great specificity.

3. There are no existing encumbrances on the County-owned land. Sound Transit has been provided copies of the easements granted to the County which are referred to in Sections 5.3 and 5.5.

4. The County and Sound Transit believe they have adequately restricted each other by their agreement, in Section 5.6, that neither will dispose of their property interests or exercise these interests in a manner inconsistent with the Agreement.

5. Sound Transit is not a tenant of a building or ground lease, entitled to sole possession and "quiet enjoyment" vis a vis a landlord. Nor is the County in the role of a landlord. To be sure, the County is the land owner (of a portion of the property underlying the BTC) but it also will be entitled to use and possession of the BTC improvements and the underlying land in order to conduct the operating and maintenance activities specified in the Agreement. The BTC will be a shared use facility with both parties being assured, not by landlord-tenant law but through contract obligations, that their respective uses will not be disturbed or limited except as provided in the Agreement. Section 14.1 expressly provides that either party may seek a range of remedies, including specific performance, in the event the other breaches a material obligation. (See above responses to #2 and #4)

6. The parties believe that by the year 2032 they may well have negotiated a new agreement for continued shared use of the BTC beyond the expiration of this Interlocal Agreement. If that is not the case, the parties have provided in Section 14.3 that they would develop a coordinated Termination Plan prior to the expiration. Such a Plan would include provision for retaining or disposing of the improvements on County land, which will undoubtedly depend on the condition of the improvements at that time. In the event the parties are unable to reach agreement on same, Sound Transit will be required to remove its improvements from the County's land effective with the expiration of its contractual use rights under Section 5.3. The parties agree to seek FTA concurrence as required.

7. The parties believe that Sections 4.3, 11.2, 16.2.2 and 16.2.3 provide adequate assurance that each party's use is subject to their respective obligations under the FTA grants.

We appreciate your review of this response and ask that you please provide us with written confirmation that the above responses satisfy the conditions in your letter. Please contact us if you wish to discuss these matters further.

Sincerely,

King County Metro Transit

By:   
Judy Riley  
Manager, Transit Design and Construction  
King County Metro Transit



U.S. Department  
of Transportation  
Federal Transit  
Administration

REGION X  
Alaska, Idaho, Oregon,  
Washington

915 Second Avenue  
Federal Bldg. Suite 3142  
Seattle, WA 98174-1002  
206-220-7954  
206-220-7959 (fax)

BY FACSIMILE

October 1, 2001

Frank Tordillos  
Grants Administrator  
King County Department of Transportation  
201 South Jackson Street, MS KSC-TR-0814  
Seattle, Washington 98104-3856

Re: Bellevue Transit Center

Dear Mr. Tordillos:

This responds to Judy Riley's letter of today wherein she respond to my letter of September 28, 2001 advising you of the Federal Transit Administration's (FTA) conditional approval of the Interlocal Cooperation Agreement forwarded to us on September 19, 2001 covering the Bellevue Transit Center.

Based on the representations, including but not limited to the positions represented by Sound Transit, and clarifications provided in your letter and providing Exhibit A to the Agreement as you have indicated, FTA acknowledges that the conditions as we noted have been met. However, please be aware that as to issue 6 of your letter, Section 14.3, Termination Plan, FTA expects that prior to the execution of any amendment to the Agreement or a Termination Plan, prior FTA concurrence will be sought.

Thank you for the opportunity to review the Agreement.

Sincerely,

*Linda M. Gehrke*

*for*  
Helen M. Knoll  
Regional Administrator

Cc. Sound Transit, Attention: Agnes Govern