

AM No. 10-182 (C6)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: September 7, 2010

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

I. RECOMMENDED ACTION:

Approval of the third amendment to the Interlocal Cooperation Agreement between King County and the City of Redmond addressing the maintenance, operations, and administration of the regional trail system and associated support services at the Watershed Preserve during the next five years, and authorize the Mayor to sign the amended agreement.

II. DEPARTMENT CONTACTS:

Craig Larsen, Park and Recreation Director	425-556-2310
Gregory Byszeski, Parks and Recreation Deputy Director	425-556-2327
Teresa Kluver, Park Operations Supervisor	425-556-2355

III. DESCRIPTION:

An Interlocal Cooperation Agreement between King County and the City of Redmond was executed in 1992 regarding the development of Redmond Watershed Trails. Section 5 of this agreement addresses King County's financial obligation to support the maintenance, operations and administration of the trails and support system, the periodic review and renegotiation of the agreement every five years, and the conditions that would terminate King County's obligations

The original Interlocal Cooperation Agreement has been amended twice to address the years 2000 through 2004 and years 2005 through 2009. The first amendment provided for a proportional reduction in King County's annual payment to Redmond in the event new regional connecting trails were developed outside the Redmond Watershed Preserve property. During the 2005-2009 agreement period, King County developed approximately two miles of regional connecting trail running north-south through the Trilogy neighborhood of Redmond Ridge. The cost reduction reflected in this current amendment is proportional to the reduction of regional trail miles within the Redmond Watershed Property as provided in Section 5 of the agreement.

IV. IMPACT:

A. Service Delivery

Approval of this amended agreement will extend the life of the Interlocal Agreement for another five (5) years, through 2014.

B. Fiscal

King County will pay \$6,200 per year to Redmond for the next five (5) years with the first payment arriving during the third quarter of 2010. The total amount to be provided by King County will be \$31,000.

Based on the City's maintenances costs for the past five (5) years the \$6,200 per year from King County will cover the maintenance of the remaining regional trails and support system to King County standards.

V. ALTERNATIVES:

Council could choose to modify this amendment and direct staff to renegotiate with King County and return with a new, amended agreement for Council's consideration at a later date. This action would most certainly delay the County payments to the city for the operations and administration of the Watershed Preserve trail and support system.

VI. TIME CONSTRAINTS:

Approval of this amendment is essential in funding the maintenance and operation of the recreational trails and support system in the Redmond Watershed Preserve.

VII. LIST OF ATTACHMENTS:

- A. Third Amendment to Interlocal Cooperation Agreement

/s/
Craig Larsen, Director of Parks and Recreation

08/30/2010
Date

Approved for Council Agenda /s/
John Marchione, Mayor

08/30/2010
Date

AM No. 10-182
ATTACHMENT A

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

RECITALS

- A. On November 10, 1992, King County, a political subdivision of the State of Washington, and the City of Redmond (“Redmond”) entered into an Interlocal Cooperation Agreement for Development of the Redmond Watershed Trails (“Agreement”).
- B. The Agreement was amended in 2001 to reflect a renegotiated annual contribution from King County to Redmond for the maintenance of the trail and support system within the Redmond Watershed Property.
- C. The 2001 amendment provided for a proportional reduction in King County's annual payment to Redmond in the event that new regional connecting trails were developed outside the Redmond Watershed Property.
- D. In 2005, the Agreement was amended a second time to provide for King County's annual payment to Redmond for the years 2005 to 2009. During this time, King County developed approximately two miles of new regional connecting trail running north-south through the Trilogy neighborhood of Redmond Ridge.
- E. In order to recognize the above and to provide for the ongoing responsibilities of the parties with respect to the maintenance of trails within the Redmond Watershed Property, Redmond and King County agree to further amend the Agreement and subsequent amendments as provided below.

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

- 1. Maintenance. Subparagraphs 5(A) and (B) of the Agreement, the first Amendment, and the second Amendment to the Agreement are hereby amended to read as follows:

- 5. Redmond’s Obligation to Maintain, Operate and Administer

- A. King County Ordinance No. 9071 obligates King County to maintain, operate and administer the recreational trail and support system until such time as the Redmond Watershed Property has contiguous boundaries with Redmond or some other city. King County has requested that this obligation shall cease if ownership of the Redmond Watershed property is altered in any way. King County has also requested that Redmond assume the obligation to maintain, operate and administer the recreational trail and support system upon completion of construction. Redmond hereby agrees to these requests. King County’s maintenance, operation, and administration obligations shall cease if ownership of the Redmond Watershed property is altered in any way. Redmond shall also assume sole responsibility for the maintenance, operation, and administration of the recreational trail and support system upon completion of construction. The parties agree that King County will pay Redmond the sum of ~~Twenty~~ Six Thousand Two Hundred Dollars (~~\$20,000~~)

~~(\$6,200)~~ annually, for a five-year period, beginning in the year ~~2005~~ 2010. 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 Trail 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:

~~Year 2005 — \$20,000 in first quarter of 2005~~
~~Year 2006 — \$20,000 in first quarter of 2006~~
~~Year 2007 — \$20,000 in first quarter of 2007~~
~~Year 2008 — \$20,000 in first quarter of 2008~~
~~Year 2009 — \$20,000 in first quarter of 2009~~

Year 2010 — \$6,200 in third quarter of 2010
Year 2011 — \$6,200 in first quarter of 2011
Year 2012 — \$6,200 in first quarter of 2012
Year 2013 — \$6,200 in first quarter of 2013
Year 2014 — \$6,200 in first quarter of 2014

- B. Not later than ~~May 31, 2009~~ May 31, 2014, 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, 2010~~ January 1, 2015 and ending ~~December 31, 2014~~ December 31, 2019. 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, 2010~~ January 1, 2015, 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, 2010~~ January 1, 2015, to ~~December 31, 2014~~ December 31, 2019. 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. Notices. Subparagraph 11 of the Agreement is hereby amended to read as follows:

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

To Redmond: Mayor
City of Redmond
15670 NE 85th Street
Redmond, WA 98052

To King County: ~~King County Executive~~
~~ATTN: Parks Division Director~~
~~King County Courthouse~~
~~516 Third Avenue~~
Division Director
King County Parks and Recreation Division
KSC-NR-0700
201 S. Jackson Street, 7th Floor
Seattle, WA 98104

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

Third Amendment to Interlocal Cooperative Agreement
King County & City of Redmond for Redmond Watershed Trails

EXECUTED BY the City of Redmond this ____ day of _____, 2010.

CITY OF REDMOND

John Marchione, Mayor

ATTEST/AUTHENTICATED:

Michelle M. McGehee, CMC, City Clerk

APPROVED AS TO FORM

James E. Haney, City Attorney

EXECUTED BY King County this _____ day of _____, 2010.

KING COUNTY

Kevin Brown, Director
Parks and Recreation Division

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

Andrew W. Marcuse, Senior Deputy
Prosecuting Attorney

Attachments:

- A. Interlocal Cooperation Agreement – 1992
- B. Interlocal Cooperation Agreement Amendment - 2000
- C. Interlocal Cooperation Agreement Second Amendment - 2005