

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
KING COUNTY, THE CITY OF REDMOND AND THE CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY FOR
FUNDING, DESIGN, CONSTRUCTION AND USE OF THE
REDMOND TRANSIT CENTER
February 14, 2007**

This Agreement, dated this 26th day of March, 2007 is made by and between King County (hereinafter "County"), the City of Redmond (hereinafter "City"), and the Central Puget Sound Regional Transit Authority (hereinafter "Sound Transit") and as may be referred to individually as "Party" and collectively as "Parties".

1. RECITALS

WHEREAS, Sound Transit is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation ("HCT") system; and

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

WHEREAS, the City is an optional municipal code city organized under Title 35A of the RCW; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, Sound Transit's high capacity regional transit plan. The plan includes three types of regional transportation – light rail, commuter rail and a regional express bus/HOV system – that will be integrated with local transit systems and use a single or integrated, regional fare structure; and

WHEREAS, *Sound Move* called for the development of Willows Road Arterial Improvements in the City area; and

WHEREAS, Sound Transit, in consultation with the City and the County, determined there would be no benefit to the regional express bus/HOV system from a Willows Road Arterial Improvements project therefore, on December 9, 2004, the Sound Transit Board amended *Sound Move* to include the Redmond Transit Center as provided in Resolution No. R2004-19; and

WHEREAS, Sound Transit, in consultation with the City and the County, determined a transit center in Redmond (as more fully described herein) located at NE 83rd Street between 161st Avenue NE and 164th Avenue NE and including the County's property on the north side of NE 83rd Street at this location (hereinafter "Project") would be a benefit to the regional express bus/HOV system; and

WHEREAS, the County's *Six-Year Transit Development Plan* includes establishment of a transit hub in Redmond to provide bus bay capacity to support King County Metro service; and

WHEREAS, the Project is consistent with the City of Redmond Comprehensive Plan, and Transportation Master Plan, adopted November 15, 2005; and

WHEREAS, on June 15, 2004, the City Council for the City approved Resolution 1188 supporting the development of the Project as shown in Exhibit A, attached; and

WHEREAS, on December 9, 2004 the Sound Transit Board, through the adoption of the 2005 annual budget, allocated \$6,000,000 for the design and construction of a Redmond Transit Center; and

WHEREAS, the success of *Sound Move* and County bus service within King County is heavily dependent upon close cooperation for the provision of a seamless system to transit users; and

WHEREAS, Sound Transit and the County recognize the need to collaborate to design transit routes and facilities to effectively and efficiently provide bus service to the communities; and

WHEREAS, Sound Transit and the County have entered into a Memorandum of Understanding Establishing a Cooperative Relationship whereby they agreed to working principles to facilitate the planning, design, construction, operation and maintenance, funding and ownership of capital projects identified in both the County's *Six-Year Transit Development Plan* and *Sound Move* as amended, i.e. joint projects. In addition, Sound Transit and the County have entered into a Memorandum of Understanding Establishing a Program Understanding Regarding the Regional Express/HOV Program in which they agreed to a working relationship for the Regional Express Program elements of *Sound Move* located in King County. Both of these Memorandum of Understanding contemplate entering into project agreements for joint projects; and

WHEREAS, the City is responsible for administering state and local land use laws and development regulations that will apply to the development of the Project, as specified in the City of Redmond Comprehensive Plan, and Transportation Master Plan; and

WHEREAS, Sound Transit and the County agree that either party may forego ownership rights at this location in exchange for a non-exclusive perpetual right to use the property or portions of the property acquired for transit or transit-related use; and

WHEREAS, the Parties have developed a design for the Project, completed environmental review and obtained permits for the Project; and

WHEREAS, the City has provided the County with all standards and specifications to which the design must conform in order to be acceptable to the City and provided input to the design development process through the Project Management Team and reviewed and approved on all applications necessary to complete the Project; and

WHEREAS, Sound Transit, the City and the County desire to set forth their respective roles and obligations in funding, construction and use of the Project; and

WHEREAS, Ch. 39.34 RCW authorizes the Parties to enter into agreements to jointly or cooperatively exercise their powers,

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

2. PURPOSE AND DESCRIPTION

2.1 Purpose of Agreement

This Agreement provides for the design, construction, funding, ownership and use of the Project. The Parties have worked and agree to continue to work collaboratively to, involve the public, complete environmental review, develop the design, and construct the Project. The Parties agree to cooperate in developing the Project such that it is completed on schedule, within budget and is consistent with the approved Site Plan, attached as Exhibit A, as set forth in this Agreement.

2.2 Description of Project

The Project is a transit center located at NE 83rd Street between 161st Avenue NE 164th Ave NE and includes the County's property on the north side of NE 83rd Street at this location along with portions of City property and road right of way. The Project improvements include: six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; transit passenger amenities; improved pedestrian connections; a mid-block pedestrian crossing; bicycle parking; closing the existing western vehicle access on NE 83rd Street to the Redmond Park-and-Ride; constructing a new vehicle access on 161st Avenue NE to the Redmond Park-and-Ride; modifications to the northwest corner at the intersection of NE 83rd Street/164th Avenue NE; pedestrian improvements between 161st Avenue NE and 164th Avenue NE; and cement concrete pavement accented with random

colored rectangles. Together the aforementioned improvements will be referred to as the "Project Improvements." Attached as Exhibit A and incorporated herein by reference is the approved Site Plan for the Project, which consists of the following transit-related Project Improvements: the six transit passenger loading spaces; six bus layover spaces; up to two paratransit spaces; up to two transit operator's comfort stations; custom transit passenger shelters; bicycle parking; and transit passenger amenities located along and adjacent to NE 83rd Street between 161st Avenue NE and 164th Avenue NE.

3. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The Parties recognize the need for cooperation to expedite development of the Project. The Parties agree to coordinate and expedite work on the Project as follows:

3.1 Designated Representatives

To ensure effective and efficient cooperation and review, each Party shall designate a representative ("Designated Representative") responsible for communications between the Parties and as a central point of contact for the Project. The Designated Representatives will be:

City of Redmond:

Joel Pfundt
15670 NE 85th Street
P.O. Box 97010 MS: 2NPW
Redmond, WA 98073-9701
425-556-2750
jpfundt@redmond.gov

King County:

Sally Turner
201 South Jackson Street
Seattle, WA 98104
206-263-4581
sally.turner@metrokc.gov

Sound Transit:

Fred Wilhelm
401 South Jackson Street
Seattle, WA 98104
206-398-5034
wilhelmf@soundtransit.org

The Designated Representatives are responsible for ensuring that the Parties' objectives stated in the Recitals, Purpose, the schedule objectives stated in Section 6, and the budget and funding limitations stated in Section 7 are met. Designated Representatives are also responsible for coordinating the various agency or department staff assigned to the Project. The Parties reserve the right to change Designated Representatives, with notice to the other parties, as the Project progresses through design and construction. This list may be updated whenever any Designated Representative is changed by supplement attached to this Agreement.

3.2 Project Management Team (PMT)

The Parties will work through a Project Management Team (PMT) made up of the Designated Representatives and other staff members as necessary for development of the Project. The PMT has discussed and finalized the design objectives for the Project, consistent with the budget and schedule. The PMT has built on the environmental and design work originally accomplished by Sound Transit, the City and the County. The PMT has met at least once a month and will continue to schedule additional meetings with Sound Transit, City and County staff and consultants as necessary. The County's Designated Representative will lead the PMT, call and conduct its meetings.

3.3 Authority within Parties

Each Party will establish clear lines of authority within its organization and identify staff members within each Party who will provide technical/professional expertise and approvals.

The Parties will provide a list of staff to the Project Management Team. Each Party's staff shall be responsible to their respective Designated Representative, providing technical/professional expertise and input to support the Project. Each Party's staff are responsible for coordinating their department's/division's/section's involvement with the Project and shall work through the Designated Representative to ensure that the Project objectives, including the scope, schedule and budget, are met.

3.4 Project Design and Approvals

3.4.1 Design Development

The Parties have reviewed and commented on design concepts, drawings and specifications at 30%, 60%, and 90% final design. The design of the Project has addressed ongoing maintenance and operational requirements of the transit operators. The Parties understand that the City has conditioned approval of the Project as a means of ensuring the Project complies with City regulations, and nothing in this Agreement shall be construed as making the City financially responsible for any costs or delay associated with such conditions or revisions.

3.4.2 Permit and Enforcement Authority

The City, as a land use permitting agency with authority vested under the laws of the State of Washington, has issued a final approval for the Project's site plan and other permits necessary to construct the Project under the procedures set forth in the City's Community Development Guide. The City retains its permitting authority over any and all modifications that may be proposed to the site plan or any of the other Project permits issued by the City and also retains its authority to enforce any and all conditions imposed on the site plan and permits.

4. ENVIRONMENTAL REVIEW, DESIGN, AND CONSTRUCTION: ROLES AND RESPONSIBILITIES

4.1 Role of the County

4.1.1 Environmental, Land Use

The County is the Project applicant and the lead agency for the environmental review including all technical analysis necessary for the Project. The County undertook and completed all necessary environmental, land use and other review processes, and obtained all permits licenses, easements and approvals necessary to perform the construction work.

4.1.2 Design

The County has prepared construction contract documents consistent with Exhibit A. The County will work through the PMT to insure that the interests of the Parties are represented in discussions and decisions during Project construction. The County provided the Parties with copies of contract documents at the 30%, 60% and 90% design completion stages. At each of these stages, the Parties' reviewed and commented on the documents. The County will secure a construction contractor to construct the Project.

4.1.3 Property Dedication

The County owns certain real property interests needed for the construction and operation of the Project. The County will dedicate to the City, under a separate agreement, a portion of its property along the frontage of NE 83rd Street which abuts the north limits of NE 83rd Street for street right-of-way and which is necessary to realign NE 83rd Street with the portions of NE 83rd Street to the west and east of the Transit Center.

4.1.4 Easements

The County will convey to the City such easements as required by the Site Plan Entitlement Notice of Decision, dated November 22, 2005, and the Site Plan Entitlement Notice of Decision – Revised Conditions, dated December 13, 2005.

4.1.5 Construction

The County shall cause to be performed all construction work necessary to construct the Project based on the plans and specifications approved by the Parties in accordance with this Agreement. Upon completion of construction the County will furnish as-built drawings to the City documenting changes made during construction, providing the content and format as required by the City.

4.2 Role of Sound Transit

Sound Transit has participated in the design development process including, project level environmental review, public involvement, design, permitting, and will participate in the construction processes through the PMT. Sound Transit has provided input to the project level environmental review process and participated in the public involvement effort. In addition, Sound Transit has provided timely review of and comments on the Project design and construction documents, as specified in Section 3.4 Project Design and Approvals, and will contribute a portion of the funding for the design and construction of the facility as specified in Section 7 Funding and Payment.

4.3 Role of the City

4.3.1 Public and Community Involvement

The City has been responsible for leading the community involvement effort for development of the Project, exclusive of public review related to the environmental review process. The City will provide guidance and coordinate communications with the general public and community groups within the City of Redmond.

4.3.2 Use of City Property

The City, by this Agreement, agrees to allow the County and other public transportation service providers, including but not limited to Sound Transit, to use City property necessary for development and on-going operation of the Project as shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

4.3.3 Operations and Maintenance

The City shall actively participate in discussions concerning on-going operation and maintenance of the Project, and shall assume responsibility for operations and maintenance of specific portions of the Project as agreed upon by the Parties. The Parties shall identify the responsible party for maintenance of the various Project elements under a separate agreement.

4.3.4 Property Vacation

The City shall vacate the portion of NE 83rd Street right-of-way which is not necessary for use as street right-of-way and as requested by the County, generally located on the south side of NE 83rd Street abutting the parcels containing the existing Redmond Park-and-Ride.

4.3.5 Permits Acquisition

The City has reviewed and approved, with conditions, all necessary land use, development and construction permit applications for the Project. Conditioning the Project to meet the City's regulations shall not be deemed a violation of the City's obligations to cooperate on schedule, budget, and goals.

4.3.8 Funding

The City is not responsible for funding any elements of this Agreement, unless otherwise agreed to by the Parties.

5. PUBLIC AND COMMUNITY INVOLVEMENT

The Parties have and shall continue to work cooperatively to develop and implement a public involvement process for the development, design, and construction of the Project. The City shall provide guidance and coordinate communications with the general public and community groups within the City. All Parties agree to assist in the public involvement process, including community meetings, as determined necessary by the PMT.

6. SCHEDULE OBJECTIVES

The Parties acknowledge the importance of completing the Project so that the regional express and local transit service improvements are coordinated with the opening of the Project. The PMT will review the schedule tasks, durations and target dates as one of their initial work tasks. Accordingly, the Parties will establish and maintain the agreed upon schedule objectives and target dates with the goal of reaching substantial completion of the Project by the end of 2007.

7. FUNDING AND PAYMENT

7.1 Sound Transit Funding

Subject to the conditions of this Agreement, Sound Transit agrees to provide to the County a maximum contribution of Six Million Dollars (\$6,000,000.00) for development of the Project. Sound Transit's financial contribution to the Project is limited to the amount stated in this Section. If the actual costs of the Project exceed the total project budget, Sound Transit shall not be responsible for securing additional funding. Sound Transit's funding contribution is intended to pay a portion of the costs associated with the

Project including, but not limited to, environmental review, preliminary engineering, public involvement, project management, final design, construction, construction management and County administrative costs. The Parties agree to work to ensure that the Project will be completed within the available total project budget, which has been established based on Sound Move's and the County's budget. If any Party desires to expand the scope of the Project beyond that described in the Recitals herein that Party shall be responsible for providing necessary funding for such expansion. Each Party will fund the costs of its own participation in coordination activities called for in this Agreement.

7.2 Invoices and Payment

Sound Transit shall pay to the County the amount of Six Million Dollars (\$6,000,000.00) for the design and construction of the Project, payable in four installments as follows.

- A. Upon completion of final design and beginning advertising of the Project construction contract or upon execution of this Agreement, whichever is later, Sound Transit shall pay the County One Million Dollars (\$1,000,000.00).
- B. Upon completion of thirty percent (30%) of the value of the construction contract, as determined by the County, Sound Transit shall pay the County One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- C. Upon completion of sixty percent (60%) of the value of the construction contract, as determined by the County, Sound Transit shall pay the County Two Million Dollars (\$2,000,000.00).
- D. Upon completion of one hundred percent (100%) of the value of the construction contract, as determined by the County, and final acceptance of the Project by the County, Sound Transit shall pay the County a maximum of One Million Five Hundred Thousand Dollars (\$1,500,000.00). This final payment may be lower than the maximum if cost savings are realized on the Project. If there are any cost savings on the Project, the County shall apply 100% of the Project cost savings to reduce Sound Transit's contribution, but only until further reduction of Sound Transit's contribution would cause loss of Federal funds due to local match requirements.

The County shall submit an invoice to Sound Transit upon completion of each of the milestones identified above requesting payment as appropriate for the milestone completed. Sound Transit shall review the invoices and within 30 calendar days after receipt of such invoices shall notify the County, in writing, of the amount approved for payment and rejected, and the reason for rejected amounts. If the invoices are approved, Sound Transit shall pay the County within 30 calendar days after approval of each such invoice. Payment of these amounts by Sound Transit shall constitute Sound Transit's sole funding obligations for the design and construction of the Project.

7.3 King County Grants

The County will provide for design and construction of the Project approximately \$1,200,000.00 in Federal grants provided to the County by the Federal Transit Administration (hereinafter "FTA") as well as other grants that may become available for the Project.

8. CONTRACTING FOR SERVICES

8.1 Contract Administration

The County shall be solely responsible for the execution, administration, and fulfillment of any contracts it enters into for the performance of its responsibilities under this Agreement. In no event shall any contract entered into by the County to which the Parties are not signatories be construed as obligating any of the other Parties, except to the extent that such parties have obligated themselves, pursuant to this Agreement, to provide the funds to the County to support such contracts. All consultant and construction contracts shall comply with applicable public works and procurement laws and regulations including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage requirements, insurance, and workers compensation.

8.2 Minority And Women-Owned and Disadvantaged Business Enterprises (MWDBE)

The County shall take all necessary and reasonable steps to ensure that small business, Minority-Owned, Women-Owned Business and Disadvantaged Business Enterprises (MWDBE) have the maximum opportunity to participate in the contracting of goods and/or services under this Agreement. In contracted work, the County shall make affirmative efforts to solicit and to ensure that its contracts use MWDBEs that have been certified by the State of Washington.

9. OWNERSHIP, RIGHTS TO USE AND TERMINATION

9.1 Ownership of Project Improvements

The Project Improvements on County property shall be owned by the County. The Project Improvements on City property shall be owned by the City, except the transit passenger shelter and associated footing and litter receptacle on the City property containing The Edge Skate Park. The transit passenger shelter and associated footing and litter receptacle on the City property containing The Edge Skate Park shall be owned by the County.

9.2 Use Rights

9.2.1 The County, and other public transportation service providers, including but not limited to Sound Transit, shall have the right to use the Project at NE 83rd Street between 161st Ave NE and 164th Ave NE and portions of The Edge Skate Park for the Project as

shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

9.2.2 The County and other public transportation service providers, including but not limited to Sound Transit, shall have the right to use the portion of The Edge Skate Park along the frontage of NE 83rd Street for bus passenger loading, unloading and waiting as shown in Exhibit A until such time as operation of the Project is discontinued by the County at this location.

9.3 Termination

9.3.1 After the effective date of this Agreement and prior to final acceptance by the County of the Project Improvements, any party may terminate this Agreement for the default of the other party or for its convenience and without cause by providing the other parties with advance notice in writing. A party that terminates the Agreement - unless the termination is due to a default, in which case the defaulting party shall be responsible - under this subsection shall pay to the other parties all of the costs said other parties incurred to design and construct the Transit Center, not including the cost of land.

9.3.2 After final acceptance of the Project Improvements, any party may terminate this Agreement for the default of another party or for its convenience and without cause by providing the other parties with advance notice in writing. If the County terminates this agreement for convenience and discontinues operation of the Project, the County shall reimburse Sound Transit as provided in this subsection. If the City terminates this Agreement for convenience and the County is reasonably required to discontinue operations of the Project as a result, the City shall reimburse Sound Transit as provided in this subsection. If the termination is due to a default, the defaulting party shall be responsible for reimbursing Sound Transit as provided in this subsection, if such termination reasonably results in the County discontinuing operation of the Project. The amount of the reimbursement to Sound Transit by the responsible party shall consist of all of the payments for the Project made by Sound Transit pursuant to Section 7.2 above reduced by a depreciation factor for each year of Project operation, assuming straight-line depreciation over a 20 year useful life.

9.3.3 The County may discontinue operation of the Project without the responsible party being required to reimburse Sound Transit as set forth in Subsection 9.3.2 above, if the responsible party provides a replacement facility acceptable to Sound Transit.

10. DISPUTE RESOLUTION

The County, Sound Transit and the City will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of hierarchy. The following is a guide intended to resolve the maximum number of issues at the lowest organizational level:

- A. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement.
- B. Each Designated Representative shall notify the others in writing of any problem or dispute that the Designated Representative believes needs formal resolution. The Designated Representatives shall meet within three (3) business days of receiving the written notice in an attempt to resolve the dispute. The Parties may, but shall not be required to, utilize the services of a mediator to assist with problem identification and resolution.
- C. In the event the Designated Representatives cannot resolve the dispute within fourteen (14) business days of first meeting to resolve the dispute, they shall notify King County's Department of Transportation Director, Sound Transit's Capital Projects Department Director and the City's Public Works Director or designees of their inability to resolve the dispute and these officials shall meet within six (6) business days of receiving such notice and engage in good faith negotiations to resolve the dispute.
- D. In the event the King County Department of Transportation Director, Sound Transit's Capital Projects Department Director and the City's Public Works Director cannot resolve the dispute within fourteen (14) business days of receiving notice from the Designated Representatives, they shall notify the King County Deputy Executive, Sound Transit's Deputy Chief Executive Officer and the City's Mayor of the inability to resolve the dispute and these officials shall meet within six (6) business days of receiving such notice and engage in good faith negotiations to resolve the dispute.
- E. The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence shall not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above provided, however, that the Parties agree that any legal proceeding brought during such period may be stayed, if consistent with applicable law and if the rights of the Parties will not be prejudiced thereby, while the procedural steps set forth above are satisfied. Nothing in this paragraph is intended to limit the City's right or ability to enforce any conditions of approval for the Project.

11. RIGHT OF ENTRY

The City agrees to work expeditiously to execute any and all rights of entry agreements whereby the County and Sound Transit and their officers, agents, employees, consultants, and contractors shall have the right to enter upon property necessary for the Project at all reasonable times. This entry would be required in order to conduct necessary studies for the preliminary engineering, environmental review, final design and construction of the Project while protecting the City from liability for the entry by the County, Sound Transit or by a third party.

12. RISK OF LOSS AND INDEMNIFICATION

12.1 Risk of Loss and Indemnification for Design and Construction of Project Improvements

To the maximum extent permitted by law, the County and the City shall defend, indemnify and hold harmless each other 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 design, construction and other work referred to in this Agreement; provided, however, that if, and only if, the provisions of RCW 4.24.115 apply to the work and services under this Agreement , and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the County or its employees, agents, or representatives, or the City, its employees, agents, or representatives, the indemnification applies only to the extent of the negligence of the County or City, its contractor or employees, agents, or representatives. The County and City specifically assume potential liability for actions brought by its own employees against each other and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51; and the County and the City, each 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. The County and the City shall reasonably notify each other of any and all claims, actions, losses or damages that arise or are brought against each other relating to or pertaining to construction of the Project Improvements. In the event the County or City incurs attorney's fees, costs or other legal expenses to enforce the provision of this section against each other, all such fees, costs and expenses shall be recoverable by the prevailing Party. For purposes of this Agreement, construction of the Project includes design, grading, demolition, removal, disposal, production, erection, construction, repair, or other work required to develop the Project.

12.2 Risk of Loss and Indemnification for Use of Project Improvements

To the maximum extent permitted by law, the County, Sound Transit and the City shall defend, indemnify and hold harmless each other 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 employees, agents, and representatives related to the use of the Project Improvements; provided, that if 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, the County or its employees, agents, or representatives, or the City, its 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 Parties and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51. The County, Sound Transit and the City shall reasonably notify each other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to use of the Project Improvements. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provision of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

13. RECORDS AND AUDIT

During design and construction of the Project and for a period of not less than 6 years from the date of final acceptance of the Project, the County agrees to keep records pertaining to the Project and all charges and expenditures related to the Project. The County's records will demonstrate that the money from the funding sources was properly expended in accordance with all rules, regulations, and documentation requirements of the State and Federal funding agencies.

14. AGREEMENT, AMENDMENTS AND ADDENDA

This Agreement and its exhibits may be amended by mutual agreement of the Parties, including modifications of the scope, funding or responsibilities of the Parties. Any amendment must be approved and signed by the Parties or their designee. All Parties to this Agreement must approve any amendment that constitutes a material change to this Agreement; provided, in the case of King County, approval shall be by its Council.

14.1 Maintenance

In executing this Agreement, the Parties agree that Sound Transit will not be responsible for any maintenance of the Project. Thus the County and the City agree to allocate maintenance responsibilities as set forth in the Interlocal Cooperation Agreement Between King County and the City of Redmond for the Maintenance of the Project which is attached hereto and incorporated by reference.

14.2 Entire Agreement

This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

14.3 Severability

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington.

14.4 Term of Agreements

This Agreement shall be in place until such time as terminated in accordance with this Agreement or operation of the Project is discontinued by the County at this location.

14.5 Effective Date

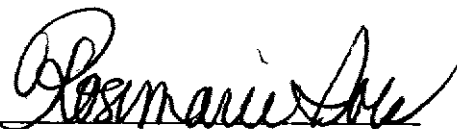
This Agreement is effective when it is signed by the Parties, after authorization by each Party's respective governing body and filed in the King County Records Center.

14.6 Execution of Agreement

This Agreement shall be executed in three (3) counterparts, any one of which shall be regarded for all purposes as one original.

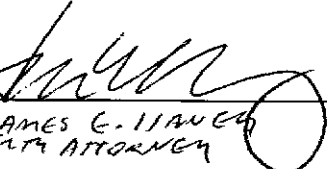
IN WITNESS WHEREOF, the parties hereto hereby agree to the terms and conditions of this Agreement as of the date first written above.

CITY OF REDMOND


By: 

Date: 3/15/2007

Approved as to Form:

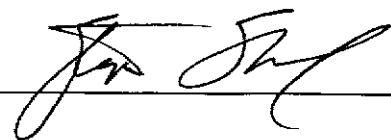
By: 
 JAMES G. HAWES
 CITY ATTORNEY

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

By: 

Date: 3-26-07

Approved as to Form:



City Attorney

Central Puget Sound Regional
Transit Authority Legal Counsel

KING COUNTY

By: Kevin Desmond

Kevin Desmond, General Manager
KC Metro Transit

Date: 3/21/07

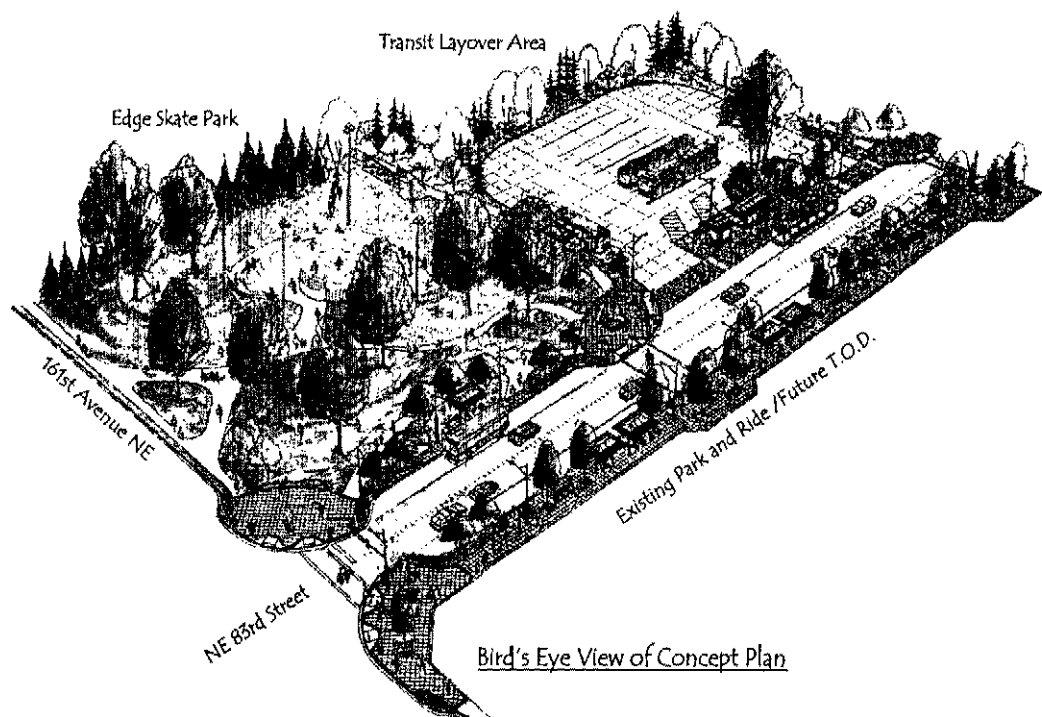
Approved as to Form:

By: Scott Johnson

King County
Deputy Prosecuting Attorney

EXHIBIT A

REDMOND TRANSIT CENTER
Schematic Site Plan



DOWNTOWN REDMOND TRANSIT CENTER

Preliminary Concept Study April 26, 2004

KPG