



City Contract Routing Form

City Contract #: 1424-5

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 12/01/2020 Department: Parks Department Division: Administration Mail Stop: MOCPK

Project Administrator Name: Meg Angevine Extension: 2385

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Interlocal/Intergovernmental If other, please indicate: _____

Contract Title: Fifth Amendment to Interlocal Cooperation Agreement for Development of Redmond Watershed Trails

Contractor/Consultant Business Name: King County

Contract Description: Fifth Amendment to Interlocal Cooperation Agreement Between King County and the City of Redmond for Development of Redmond Watershed Trails.

Project ID #: _____ Budget/Account #: 012.59000.36990

Council Approval Date: 11/17/2020 Council Agenda Memo #: AM no. 20-148 RFP/IFB/RFQ #: _____ NIGP #: _____

New Contract

Total Amount: _____

Start Date: _____ End Date: _____

Renewal Option (Y/N): _____ If yes, how many? _____

Amendment/Renewal/Change Order #: 5 Original CC #: 1424

New Start Date: 01/01/2020 New End Date: 12/31/2024

Current Contract Amount (including all previous amendments/change orders): \$302,000

Amount of this Amendment/Change Order (proposed increase/decrease): \$35,020

New/Cumulative Contract Amount: \$337,020


Section 3 – Route Contract for Signatures and Approvals

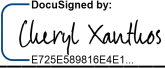
Department Director:  DocuSigned by: Carrie Hite Date: 12/4/2020 Comments: _____

TIS Director:  DocuSigned by: _____ Date: 12/4/2020 Comments: _____

City Attorney:  DocuSigned by: Jim Haney Date: 12/7/2020 Comments: _____

Risk Manager:  DocuSigned by: Malisa Files Date: 12/7/2020 Comments: _____

Mayor or Designee:  DocuSigned by: Malisa Files (Mayor Designee) Date: 12/7/2020 Comments: _____

City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 12/7/2020 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

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

RECITALS

- A. On November 7, 1989, King County voters approved the issuance of bonds to finance the acquisition, construction, development, and improvement of public green spaces, greenbelts, open space, parks, and trails, together with an excess property tax levy to pay the principal and interest on such bonds, all as authorized and placed on the ballot by King County Ordinance No. 9071 (“Ordinance 9071”). This ballot proposition included One-Million-Five-Hundred-Eighty-Four-Thousand Dollars (\$1,584,000) dedicated to develop a project commonly referred to as the Redmond Watershed Trails.
- B. Ordinance 9071 provides that, as a condition of the use of bond proceeds for trail system projects, the RWT must remain in passive recreational use by the general public in perpetuity, except that up to eighty (80) acres may be devoted by City to future active recreational use, such as athletic fields, or to passive use.
- C. Ordinance 9071 provides further that administration of the RWT Project and the maintenance of the developed trail system shall be the responsibility of King County until such time as the Redmond Watershed has contiguous boundaries with Redmond or some other city. The boundary of the City of Redmond is not yet contiguous with the Redmond Watershed and therefore King County is still has responsibility for maintenance of the trail system in the Redmond Watershed.
- D. City and County executed the Interlocal Cooperation Agreement Between King County and City of Redmond – Open Space Acquisition Projects (hereinafter the “Open Space Agreement”), which provides that joint projects between County and City shall require the further agreement of both parties concerning the responsibilities of each.
- E. Pursuant to Ordinance 9071 and the Open Space Agreement, City and County entered into an Interlocal Cooperation Agreement for Development of the Redmond Watershed Trails (“1992 Agreement”) on November 10, 1992 to establish RWT design, construction and maintenance cost-sharing parameters, in which City granted to County a recreational trail easement and a conservation easement in the RWT which were incorporated into the 1992 Agreement as Exhibit C and Exhibit D, respectively. Section 5 of the 1992 Agreement provided that Redmond shall assume the obligation to maintain, operate, and administer the recreational trail and support system upon completion of construction provided that King County pays Redmond’s cost of maintenance, operation, and administration of the trail system in the amount of \$30,000 per year. All of the bond proceeds were expended for design, development, and construction of the trail system and associated support facilities including parking, restrooms, and utilities, and no bond proceeds remain. The 1992 Agreement provided further that the parties shall negotiate an agreement for Redmond’s maintenance, operation, and administration of the recreational trail and support system, including providing for King County’s payment to Redmond of amounts to be used by Redmond for maintenance, operation and administration of the trial, for each succeeding five year period beginning on or after January 1, 1999.

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

- F. In 2001, the 1992 Agreement was amended to reduce County's annual contribution from \$30,000 to \$20,000 to City for the years 2002 to 2004, to more accurately reflect RWT maintenance, operation, and administration costs. The 2001 amendment also provided for a proportional reduction in County's annual contribution to City in the event that new regional connecting trails were developed outside the RWT.
- G. In 2005, the 1992 Agreement was amended to extend the term through the end of 2009. The 1992 Agreement was amended a third time in 2010 to extend the term and reduce County's annual contribution to \$6,200 (from \$20,000), recognizing County's addition of approximately three (3) miles of new regional connecting trail through the Trilogy neighborhood of Redmond Ridge and therefore a reduction in the amount of regional trails in the Redmond Watershed. In 2015, the 1992 Agreement was amended a fourth time extending the term through 2019.
- I. In accordance with Ordinance 9071, and pursuant to Section 5.B. of the 1992 Agreement, the parties desire to provide for County's ongoing maintenance contribution to support RWT maintenance for the five year period of 2020-2024 by amending the Agreement as provided below.

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

1. Maintenance. The entirety of Paragraph 5 of the Agreement, and all subsequent 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.
 1. King County's Annual Contribution. County shall remit to City an annual payment which funds shall be utilized by City exclusively to pay for operation, maintenance, and administration of recreational trails in the RWT. During the first year of the Term, County shall remit to City an amount not to exceed Seven-Thousand-Four (\$7,004) Dollars. In subsequent term years, County's annual remittance to City shall be equal to the first year remittance adjusted by *the lesser of*: (a) the Bureau of Labor Statistics' published consumer price index for all urban consumers (CPI-U), Seattle-Tacoma-Bremerton Annual Average, all items, index base period 1982-1984 = 100, and starting from February 2019, without reference to seasonal adjustments, or (b) three (3%) percent. If the

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

Bureau adopts a different base period for this index, then the parties shall use that base period. Nothing in this Agreement obligates, or shall be deemed to obligate County to provide any additional funding beyond the amount specified in this Section.

2. Timing of Payment. County shall remit to City annually, up to the amount specified in this Section. City shall invoice County in writing. Unless County disputes City's invoice, the Division shall pay such invoice within forty-five (45) days of receipt.
 3. Reduction of County's Contribution. If County should relocate the East–West regional connecting trails to a new location outside the Redmond Watershed Property, the annual payment amount shall be reduced in proportion to the reduction in the number of trail miles within the Redmond Watershed Property serving as regional connecting trails in the County Regional Trail System. The reduction in the annual payment amount shall be prorated to reflect the date that a new East-West regional connecting trail is opened to the public.
 4. Subsequent Agreement. The parties shall meet by May 31 of the final year of the term to negotiate for the City's continued maintenance, operation, and administration of the recreational trails in the Redmond Watershed Property for a five (5) year period commencing January 1, 2020.
- B. In the event that the parties cannot reach agreement by the date specified in Paragraph 5.A.4, 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 five-year period beginning January 1, 2020. 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.
- C. The process set forth in subparagraph 5.A.4 above shall be followed for each succeeding five-year period, provided that King County may terminate the obligation to pay maintenance, operation, and administration costs for the trail and support systems at such time as the Redmond Watershed Property has contiguous boundaries with the remainder of Redmond, if King County determines, through its normal legislative process, that termination is in the interest of county citizens.
- D. Redmond shall use all monies paid under this paragraph for operation, maintenance, and administration of the recreational trail and support system.

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

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:

If to City:

Meg Angevine, Parks Operation Supervisor
City of Redmond
MS: MOC PK
PO Box 97010
Redmond, WA 98073-9710

If to County:

John Villapudua, Contracts Manager
Parks and Recreation Division
201 S. Jackson Street
KSC-NR-0700
Seattle, WA 98104

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

CITY OF REDMOND

DocuSigned by:
Malisa Files (Mayor Designee)
5D9FC672714C4E4...

Angela Birney, Mayor

12/7/2020

Date

KING COUNTY

DocuSigned by:
W-J
A1498C6DA09E46E...

Warren Jimenez, Director
Parks and Recreation Division

12/4/2020

Date

ATTEST/AUTHENTICATED

DocuSigned by:
Cheryl Xanthos
E725E589816E4E1...

Cheryl Xanthos, City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

DocuSigned by:
Jim Haney
85394CE968994B5...

James E. Haney, City Attorney

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

DocuSigned by:
Kimberly Frederick
53AADD1483114E2...

Kimberly Frederick, Prosecuting Attorney

Certificate Of Completion

Envelope Id: 844DC2D3118748A5B352AF605B20DAC2	Status: Completed
Subject: Please DocuSign: City of Redmond Interlocal Cooperation Agreement	
Source Envelope:	
Document Pages: 5	Signatures: 11
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DocuSign Purchasing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	docusignpurchasing@redmond.gov
	IP Address: 24.56.238.176

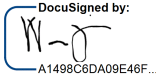
Record Tracking

Status: Original 12/1/2020 9:58:55 AM	Holder: DocuSign Purchasing docusignpurchasing@redmond.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

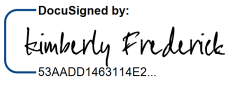
Signer Events

Signer Events	Signature	Timestamp
Lucas Cometto lcometto@redmond.gov OC Security Level: Email, Account Authentication (None)	Completed Using IP Address: 24.56.238.176	Sent: 12/1/2020 10:22:45 AM Viewed: 12/1/2020 10:23:34 AM Signed: 12/1/2020 11:46:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Warren Jimenez wjimenez@kingcounty.gov Division Director King County Parks Security Level: Email, Account Authentication (None)	 A1498C6DA09E46F...	Sent: 12/1/2020 11:52:30 AM Viewed: 12/2/2020 9:28:47 AM Signed: 12/4/2020 1:09:02 PM
	Signature Adoption: Drawn on Device Using IP Address: 71.231.203.31	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Frederick kimberly.frederick@kingcounty.gov King County Senior Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	 53AADD1463114E2...	Sent: 12/4/2020 1:09:05 PM Viewed: 12/4/2020 3:35:49 PM Signed: 12/4/2020 3:53:46 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

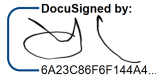
Carrie Hite chite@redmond.gov Security Level: Email, Account Authentication (None)	 168C48B12F7E41D...	Sent: 12/4/2020 3:53:49 PM Viewed: 12/4/2020 3:55:10 PM Signed: 12/4/2020 3:55:25 PM
	Signature Adoption: Pre-selected Style Using IP Address: 73.97.162.125	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Jonny Chambers
 TISContracts@redmond.gov
 TIS Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 6A23C86F8F144A4...


Signature Adoption: Drawn on Device
 Using IP Address: 73.97.28.32

Timestamp

Sent: 12/4/2020 3:55:30 PM
 Viewed: 12/4/2020 4:11:50 PM
 Signed: 12/4/2020 4:12:06 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jim Haney
 jhaney@omwlaw.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 85394CE968994B5...

Signature Adoption: Pre-selected Style
 Using IP Address: 104.40.86.74

Sent: 12/4/2020 4:12:09 PM
 Viewed: 12/7/2020 7:25:08 AM
 Signed: 12/7/2020 7:25:25 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Malisa Files
 RiskContracts@redmond.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 581CDD1AF985491...

Signature Adoption: Pre-selected Style
 Using IP Address: 204.152.61.20

Sent: 12/7/2020 7:25:30 AM
 Viewed: 12/7/2020 9:23:12 AM
 Signed: 12/7/2020 9:29:20 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Malisa Files (Mayor Designee)
 MayorContracts@redmond.gov
 Finance Director
 city of Redmond
 Security Level: Email, Account Authentication (None)

DocuSigned by:


 5D9FC872714C4E4...

Signature Adoption: Pre-selected Style
 Using IP Address: 204.152.61.20

Sent: 12/7/2020 9:29:24 AM
 Viewed: 12/7/2020 12:00:20 PM
 Signed: 12/7/2020 12:00:36 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cheryl Xanthos
 ClerksContracts@redmond.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E725E89818E4E1...

Signature Adoption: Pre-selected Style
 Using IP Address: 71.81.166.86

Sent: 12/7/2020 12:00:40 PM
 Viewed: 12/7/2020 5:02:16 PM
 Signed: 12/7/2020 5:33:09 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

DocuSign Purchasing
 docusignpurchasing@redmond.gov
 City of Redmond
 Security Level: Email, Account Authentication (None)

VIEWED
 Using IP Address: 24.56.238.176

Sent: 12/1/2020 11:46:49 AM
 Viewed: 12/1/2020 11:47:45 AM
 Completed: 12/1/2020 11:52:29 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Purchasing purchasing@redmond.gov My Title Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 12/7/2020 5:33:13 PM
---	---	----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	12/1/2020 10:22:45 AM
Certified Delivered	Security Checked	12/7/2020 5:02:16 PM
Signing Complete	Security Checked	12/7/2020 5:33:09 PM
Completed	Security Checked	12/7/2020 5:33:13 PM

Payment Events	Status	Timestamps
----------------	--------	------------