

**EAST LAKE SAMMAMISH TRAIL CORRIDOR
& MARYMOOR PARK**

OPERATION AND MAINTENANCE AGREEMENT

**between
KING COUNTY
and
THE CENTRAL PUGET SOUND TRANSIT AUTHORITY
GA 0154-22**

THIS OPERATION AND MAINTENANCE AGREEMENT (“Agreement”), effective upon the date of the latest signature, is entered into by and between KING COUNTY, a political subdivision of the State of Washington (the “County”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington (“Sound Transit”), collectively the “Parties” and individually a “Party.”

RECITALS

- A. The County owns and operates a regional system of parks and trails that includes over 28,000 acres of parks and 175 miles of regional trails administered by the County’s Parks and Recreation Division (“King County Parks”). The County similarly owns and operates a regional wastewater treatment system and related utility infrastructure administered by the County’s Wastewater Treatment Division (“WTD”). The County is also responsible for administering state and local land use laws and development regulations that will apply to Sound Transit projects located within the County’s land-use permitting jurisdiction.
- B. The Downtown Redmond Link Extension Project (the “Project”) consists of an approximately 3.4-mile light rail extension of the Link light rail system from Redmond Technology Center Station (formerly called Overlake Transit Center) to downtown Redmond, with two stations. A portion of the Project is located within the County’s land-use permitting jurisdiction and includes planned light rail trackway facilities along the northern edge of the County’s Marymoor Park and a second portion of the Project includes planned light rail trackway facilities located within the City of Redmond on the County’s East Lake Sammamish Trail corridor (collectively, the “Project”).
- C. The Project includes facilities that were constructed on land that Sound Transit acquired from the County along the northern edge of Marymoor Park and within an easement that Sound Transit acquired from the County within the East Lake Sammamish Trail corridor.
- D. The portion of the Project located within the County’s jurisdiction and managed by the County’s Department of Natural Resources and Parks (“DNRP”) includes approximately

3,200 linear feet of light rail trackway facilities along the northern edge of the County's Marymoor Park. The Parties entered into a Memorandum of Understanding (GA 0181-18) on May 19, 2019, wherein the Parties agreed to this future Agreement to specify roles in ongoing operations and maintenance.

- E. The Parties agree and acknowledge that Marymoor Park is a unique and irreplaceable regional asset and that the Project is a unique and essential public facility that will provide significant public benefits to the regional transportation system and communities through which it passes.
- F. In connection with the construction of the Project, Sound Transit will provide environmental mitigation for stream, wetland, and buffer impacts. This environmental mitigation is to be installed in accordance with the terms of local, state, and federal permits, including, but not limited to those listed below:
 - 1. WDFW Hydraulic Project Approval Permit #: 2020-4-778+02
 - 2. United States Army Corps of Engineers Permit #: NWS-2018-173
- G. Sound Transit is developing a design for a follow-on Sammamish River Woody Debris Project, to comply with Corps of Engineer's mitigation requirements as part of Permit No. NWS-2018-173. Construction and maintenance of the Sammamish River Woody Debris Mitigation features will be addressed in a future agreement.
- H. The Parties desire to enter into this Agreement to set forth their respective responsibilities related to the Operation and Maintenance of the facilities and other improvements that will be completed to the same condition as existing prior to usage and/or construction or as required under any applicable permit, and define the County's reimbursement of and funding commitment for their Operations and Maintenance responsibilities, and develop a protocol for effective cooperation between the Parties.

NOW THEREFORE, in consideration of the recitals, terms, and conditions, and covenants contained herein, the Parties agree as follows:

1.0 GENERAL

- 1.1 Purpose. Sound Transit and the County have coordinated during the design development of the Project and have identified the facilities that will be designed and constructed by Sound Transit as part of the Project for the benefit of both Parties. The facilities include roadways, trails, guideways, drainage infrastructure, and ponds (the "Facilities"). The purpose of this Agreement is to identify and define the Parties' responsibilities with respect to the ownership, operation, inspection, and maintenance of the Facilities.

- 1.2 Parks shall maintain their owned Facilities in a State of Good Repair in accordance with Regional Trails Standards for King County Parks, including, without limitation, performing custodial activities, routine maintenance, and repair, and Sound Transit shall maintain their owned Facilities in a State of Good Repair in accordance with the Federal Transit Administration's guidelines, including, without limitation, performing custodial activities, routine maintenance, and repair. King County is responsible for consulting with the FTA should the East Lake Sammamish Trail Facilities be demolished or removed from its intended purpose.
- 1.3 Access. Each Party shall allow reasonable access by the other Party to those portions of its property necessary to operate and maintain Facilities and to carry out the terms of this Agreement. Maintenance conducted for any reason shall not interfere with the establishment of the mitigation planting areas.
 - 1.3.1 Notice prior to access or maintenance work, Sound Transit must provide seven (7) days prior notice to all scheduled inspections and/or maintenance to the King County Operations Department by contacting King County Parks at parksinfo@kingcounty.gov and call 206-477-4527 between the hours of 8:30 am and 4:30 pm or 206-477-8100 after hours. Intermittent Obstruction of the trail will follow notice procedures as outlined in Section 1.5.
 - 1.3.2 In the event of an emergency, Sound Transit shall notify King County Parks at parksinfo@kingcounty.gov and call 206-477-4527 between the hours of 8:30 am and 4:30 pm or 206-477-8100 after hours, prior to accessing the trail or Marymoor Park.
 - 1.3.3 Prior to access, King County Parks will obtain a track access permit when work will occur within close proximity to Sound Transit's light rail guideway and overhead catenary system (OCS) wires. Sound Transit Track Access Procedures require a Track Access Permit Process is followed to ensure safe working conditions for all work performed on, near, or adjacent to the trackway or Link support system and facilities. Trackway is the area extending ten (10) feet from the nearest rail or separated from the rail by a permanent fixed barrier which is not designated for public use. The work permit form, current track access procedures, and further information is located here: <https://www.kcmetroraildivision.com/track-access>.
 - 1.3.4 Prior to access to environmental mitigation areas described in Section 4 of this agreement, King County Parks shall notify the Sound Transit Ecosystems Manager at (206) 398-5000 to schedule a pre-access site visit to determine work limits and impacts to the environmental mitigation areas.
 - 1.3.4.1 King County agrees to restore environmental mitigation areas affected from accessing the King County manholes located on the West Bank and East Bank of Bear Creek near the East Lake Sammamish River Trail pedestrian bridge.
 - 1.3.5 In the event a Party requires access to Facilities owned by the other Party, each Party agrees they will be solely responsible for repairing or restoring the Facilities impacted by access to a State of Good Repair as referenced in Section 1.2, if it can be reasonably determined which Party caused the impact requiring restoration. In the event of a dispute regarding the responsibility for repairs, the Parties agree to

conduct a joint inspection within three (3) days of written notice by either Party. If, after the inspection, the responsible Party cannot be determined, the Parties shall agree on a resolution. In the absence of agreement, the dispute resolution provisions of this Agreements shall apply.

- 1.4 **INTERMITTENT OBSTRUCTIONS:** For non-emergency events, intermittent obstructions of the trail (“Obstructions”) are to be used primarily for the mobilization and movement of construction equipment along or across the Trail. During an Obstruction, trail traffic will be temporarily stopped by a certified flagger. The following additional requirements apply:
- 1.4.1 The duration of the Obstruction shall be kept to the minimum feasible and shall not exceed thirty (30) minutes.
 - 1.4.2 Obstructions shall be limited to weekdays between the hours of 9am and 3pm. For work during other times, Sound Transit will contact King County for authorization.
 - 1.4.3 Prior authorization from King County Parks is required to implement Obstructions outside the hours of Section 1.4.2,
 - 1.4.4 A minimum advance notice of twenty-one (21) calendar days shall be provided to King County Parks prior to performing work that will result in Obstructions.
 - 1.4.5 Advance warning signage shall be required to notify trail users of upcoming Obstructions or conditions, in accordance with the specifications in **Exhibits H.1, H.2, H.3, and H.4.**
 - 1.4.6 **TRAIL WIDTH RESTRICTIONS:** For Regional Trails, King County Parks allows for the travel surface of the trail to be temporarily reduced to accommodate shoulder work (“Shoulder Work”). The width of the trail may be reduced as follows:
 - 1.4.6.1 8-feet for two-way traffic, with advance warning signage and traffic delineators
 - 1.4.6.2 5-feet for alternating one-way traffic with flaggers, advance warning signage, and traffic delineators. Outside of working hours, or where flaggers are not on site, a minimum width of 8-feet shall be provided.
 - 1.4.6.3 A minimum advance notice of twenty-one (21) calendar days must be provided before implementing an approved Shoulder Work plan.

- 1.5 This Agreement does not address or change ownership, operation, or maintenance responsibilities associated with the existing agreement between Sound Transit and Washington State Department of Transportation (“WSDOT”) or between Sound Transit and other third parties. Facilities constructed and placed in WSDOT property or WSDOT right-of-way that are not owned by or leased to Sound Transit are explicitly not part of this Agreement.

2.0 EAST LAKE SAMMAMISH TRAIL CORRIDOR

2.1 Detailed Description of the Area

The portion of the Project that falls within the East Lake Sammamish Trail Corridor extends from the intersection of NE 70th Street and the existing East Lake Sammamish

Trail to the City of Redmond city limits on the west side of Bear Creek, as shown in **Exhibits A.1, A.2, A.3, A.4, A.5, A.6, A.7, and A.8**, which are hereby incorporated by reference.

2.2 Vehicle Access

- 2.2.1 The County will allow Sound Transit vehicle access to the East Lake Sammamish Trail (“ELST”) to perform various inspection, monitoring, maintenance, and repair activities on Sound Transit’s Guideway, facilities related to the Guideway, and where needed adjacent to the Bear Creek Mitigation Site.
- 2.2.2 Sound Transit may install and use the Vehicle Access Gates as part of the Project to access the ELST, as identified in **Exhibit A.2**. Sound Transit and the County will make provisions for a multiple padlock system that allows for Sound Transit and the County access to the ELST.
- 2.2.3 The County will allow Sound Transit vehicle access to the ELST to facilitate maintenance of Sound Transit drainage infrastructure (outfalls, stormwater pipes, drainage structures) and to inspect and maintain the Marymoor Village Garage Ramp structure, as identified in **Exhibit A.3**. Vehicle weight limits for the ELST pedestrian bridge over Bear Creek shall be less than or equal to AASHTO HS-20 specifications, and vehicles shall travel along the center of the ELST.
- 2.2.4 The County will allow Sound Transit access to Emergency Responder Access Location Number 7 (ERAL #7) located between the Maintenance Access Road and the guideway, as identified in **Exhibit A.2**, including access through fencing and gates to accommodate maintenance, inspection, repairs, and to conduct emergency management drills. Sound Transit will maintain the ERAL #7 access sidewalk, fences, and gates.
- 2.2.5 The County will allow Sound Transit vehicle access on the portion of the Maintenance Access Road that falls within the County right-of-way to access stormwater infrastructure maintained by WSDOT, the County, City of Redmond, and Sound Transit, as identified in **Exhibit A.2**.
- 2.2.6 For any work on the trail, Sound Transit must provide a traffic control plan in accordance with the County’s access requirements outlined in Section 1.4 and in accordance with requirements as shown in **Exhibits H.1-H.4**.

2.3 Temporary Trail Traffic Control

- 2.3.1 Sound Transit agrees to provide a Traffic Control Plan (“TCP”) substantially similar to **Exhibits H.1-H.4**, attached hereto and incorporated by reference, and agrees to adhere to the conditions delineated in an approved TCP whenever the rerouting of trail user traffic becomes necessary due to a temporary work zone. The TCP will be submitted for review and approval to King County at least three weeks prior to commencement of the work.

2.4 Road Maintenance

- 2.4.1 Sound Transit will maintain the portions of the Maintenance Access Road in the vicinity of the SR 520 and SR 202 interchange that serves Sound Transit facilities, as identified in **Exhibit A.2**. Sound Transit maintenance of access road includes

minor repairs, major repairs, and replacement of the road at the end of useful life, in accordance with Sound Transit's Asset Planning procedures.

- 2.4.2 Sound Transit maintenance responsibilities of the Maintenance Access Road do not include snow plowing/deicing activities. In the event that King County DNRP requires access to the Maintenance Access Road and needs to snowplow or deice, Sound Transit will be notified by prior to snow plowing/deicing activities and will authorize snow plowing/deicing activities. If the road is damaged by snowplowing or deicing, refer to Section 1.3.5 of this agreement.
- 2.4.3 Sound Transit is not responsible for the maintenance of access roads to the facilities, trails, or right-of-way owned and maintained by other agencies, such as WSDOT, King County DNRP, and City of Redmond.

2.5 Landscaping

- 2.5.1 The Parties agree that areas maintained by the County will be maintained to County standards and areas maintained by Sound Transit will be maintained to Sound Transit operating procedures.
- 2.5.2 County will maintain landscaping on Sound Transit owned property as shown in **Exhibits A.3 and B.5**, attached hereto and incorporated by reference.

2.6 Graffiti

- 2.6.1 Sound Transit will be responsible for graffiti response on Sound Transit-owned facilities, including track support structures and fencing along the East Lake Sammamish Trail from Marymoor Village Station to approximately Bear Creek, as depicted in **Exhibits B.1, B.2, B.3, B.4, and B.5**, attached hereto and incorporated by reference.
- 2.6.2 Upon notice of the presence of obscene or profane graffiti on Sound Transit owned-facilities, Sound Transit will within twenty-four (24) hours take proactive steps to respond to obscene or profane graffiti. Sound Transit shall respond to all other graffiti within seven (7) days of notification.
- 2.6.3 County will be responsible for graffiti removal on County-owned facilities on the East Lake Sammamish Trail, as depicted in **Exhibits B.3 and B.4**.
- 2.6.4 Repairs associated with graffiti response shall be made equivalent to existing conditions, as needed.

2.7 Drainage

- 2.7.1 Sound Transit will maintain ownership and maintenance responsibility of its drainage facilities that exist within an easement granted to Sound Transit by the County.
- 2.7.2 County will own and maintain the infiltration trench designed to manage stormwater runoff from the County portion of the East Lake Sammamish Trail between NE 70th Street and the City of Redmond property line, as identified in **Exhibits A.4, A.5, A.6, A.7 and A.8**.

3.0 MARYMOOR PARK AND OTHER COUNTY FACILITIES

3.1 Detailed Description of the Area

The portion of the Project that falls within Marymoor Park includes the following two areas, as shown in **Exhibits C.1, C.2, and F.3**, attached hereto and incorporated by reference:

- 3.1.1 The thin sliver of land adjacent to the Sound Transit guideway forms the northern boundary of Marymoor Park. **Exhibits C.1 and C.2.**
- 3.1.2 The Off-site Upper Sammamish River Wetland Mitigation Area (Boathouse Site) located south of the existing County Boathouse within Marymoor Park. **Exhibit F.3.**

3.2 Graffiti

- 3.2.1 Sound Transit will be responsible for graffiti response on Sound Transit-owned facilities within Marymoor Park, as depicted in **Exhibits C.1 and C.2.**
- 3.2.2 Upon notice of the presence of obscene or profane graffiti, Sound Transit will within twenty-four (24) hours take proactive steps to respond to obscene or profane graffiti. Sound Transit shall respond to all other graffiti within seven (7) days.
- 3.2.3 County will grant access to Sound Transit across Marymoor Park property and wetlands to respond to graffiti on Sound Transit guideway structures along the northern edge of Marymoor Park. Sound Transit will be responsible for graffiti response on Sound Transit owned structures and fencing from the abutment at the northwest corner of the Park to the Marymoor Village Station. **Exhibit C.1.**

3.3 Landscaping

- 3.3.1 Sound Transit will maintain landscaping on Sound Transit owned property along the south edge of the guideway at the north end of Marymoor Park. The County will grant access to Sound Transit across Marymoor Park property and wetlands to support landscape maintenance activities.

3.4 Drainage

- 3.4.1 Drainage pipes discharge to King County Wetland #3 and associated energy dissipation pads within Marymoor Park between the event site and ballfield. The County will maintain the four (4) rock energy dissipation pads located within Marymoor Park, as identified in **Exhibit C.1**. The County will remove litter and other debris, including woody vegetation from the energy dissipation pads within Marymoor Park. Sound Transit agrees to remove sediment from the energy dissipation pads annually, unless needed more frequently. Sound Transit agrees to own and maintain the casing pipes that create the voids for the carrier pipes to cross below the guideway, through the retained fill. Responsibility for maintaining the carrier pipes will be recorded in a future agreement between Sound Transit and WSDOT.

- 3.4.2 King County Wetland #3 24-inch diameter Overflow Pipe with Backflow Preventor. The County will own and maintain the backflow preventer. Sound Transit shall grant access to the County to maintain the backflow preventer. The County will maintain the rock pad at the end of the 24-inch diameter carrier pipe. Sound Transit agrees to own and maintain the casing pipe that creates the void for the carrier pipe to cross below the guideway, through the retained fill. Responsibility for maintaining the 24-inch diameter carrier pipe is recorded in a separate agreement between Sound Transit and WSDOT.
- 3.4.3 The County will allow Sound Transit access limited to no larger than a standard pick-up truck with a weight limit of six thousand (6,000) pounds on Marymoor Park's paved and unpaved drive surfaces and levee accessway, as identified by **Exhibit D**, attached hereto and incorporated by reference, up to four times a year, with one or more of those times during Sound Transit revenue and non-revenue hours for the purpose of a 1) ground crew aiding stormwater pipe scope service or hi-rail vactoring stormwater pipe maintenance, 2) and landscape maintenance activities. Sound Transit agrees to restore any damage and secure any necessary permits from their use of the levee accessway or paved or unpaved trail surfaces.
- 3.4.4 Sound Transit will operate and maintain two outfalls constructed by the Project that convey and discharge Sound Transit stormwater to the east and west banks of the Sammamish River, as identified in **Exhibit C.2**. Although both outfalls are within WSDOT right-of-way and are permitted through a WSDOT stormwater discharge permit, they will need to be accessed through County property and/or right-of-way.
- 3.4.5 The County will allow Sound Transit to access the outfall on the west bank of the Sammamish River via the Sammamish River Trail, as shown on **Exhibit E**, attached hereto and incorporated by reference. Intermittent obstructions will require notice and procedures as outlined in Section 1.4 of this Agreement.
- 3.4.6 The County will allow Sound Transit to access the outfall on the east bank of the Sammamish River via the levee accessway.

3.5 Waterline

- 3.5.1 Sound Transit will install a water line connection to Marymoor Park at Marymoor Village Station, as identified on **Exhibit C.3**, for future use and extension within the park by King County. Certain elements will be extending into Marymoor Park.
- 3.5.2 The waterline connection between NE 70th Street, including a water meter and vault will be owned and maintained by Redmond.
- 3.5.3 The waterline components extending from the meter vault will be owned and maintained by King County, including the portion that is located on Sound Transit property at Marymoor Village Station.
- 3.5.4 Sound Transit will grant an easement to King County for the portion of the waterline located on Sound Transit property at Marymoor Village Station.

4.0 ENVIRONMENTAL MITIGATION

- 4.1 The monitoring and long-term maintenance of the wetland, stream, and buffer mitigation areas, identified in **Exhibit G**, attached hereto and incorporated by reference,

will be performed by Sound Transit. Sound Transit will inform King County Parks at parksinfo@kingcounty.gov when the establishment periods for each of the environmental mitigation areas begin. The County will allow Sound Transit access to the wetland, stream, and buffer mitigation areas as identified by **Exhibit D**. Vehicle access is limited to existing paved surfaces and foot access is allowed beyond existing paved surfaces as identified by **Exhibit D**. In coordination with the County, more frequent access may be allowed for a limited duration of time.

These areas include:

- East Lake Sammamish Trail (ELST) Bear Creek Crossing
- Upper Sammamish River Boathouse Site at Marymoor Park
- Sammamish River Crossing Restoration Site

These areas do not include:

- Sammamish River Large Woody Debris Mitigation Project (to be memorialized in a future O&M Agreement)

- 4.3 East Lake Sammamish Trail Bear Creek Crossing. Under certain permit requirements, Sound Transit will perform certain mitigation work along Bear Creek, including the area underneath the East Lake Sammamish Trail Bear Creek bicycle and pedestrian bridge. The completed mitigation work will require inspection and maintenance for up to ten (10) years after construction, or until permit requirements are met. Permit conditions may be met before ten (10) years or it may need to be extended beyond ten (10) years. At the conclusion of the establishment period, site maintenance will be returned to the County for County-owned properties as shown on Exhibits A.1, F.1 and F.2.
- 4.4 Upper Sammamish River Boathouse site in Marymoor Park. Sound Transit has implemented a wetland mitigation site in the park. Sound Transit will inspect, monitor, and maintain the mitigation improvements as required to comply with the applicable permits. Access to the site will be allowed by the County for the life of Sound Transit's monitoring activities as outlined in the Native Growth Protection Easement, recorded 9/28/2020, recording #0200928000016. The completed mitigation work will require inspection and maintenance for ten (10) years after construction, or until permit requirements are met. Permit conditions may be met before ten (10) years or it may need to be extended beyond ten (10) years. At the conclusion of the ten (10) year establishment period, site maintenance will be returned to the County as shown on Exhibit F.3.
 - 4.4.1 Sound Transit is not responsible for the maintenance of the existing access road south of the Boathouse access road.
 - 4.4.2 Sound Transit agrees to restore any damage from their use of the access road.
 - 4.4.3 Sound Transit's lock and King County's lock on the gate will be daisy chained to allow joint access.
- 4.5 Sammamish River Crossing Restoration Site. Sound Transit will implement restoration of temporarily disturbed buffers and wetland along the north side of the park. Sound Transit will inspect, monitor, and maintain the mitigation improvements for up to ten (10) years after construction, or until permit requirements are met. Access to the site will be allowed

by the County. Once the permit conditions have been satisfied, site maintenance will be returned to the County.

- 4.6 Sound Transit will maintain the sliver of landscaping on the County owned property, which is part of the Bear Creek restoration area on the south side of the guideway. More specifically, the County landscaped area is south of the Guideway between the SR 520 on-ramp from SR 202 and the Redmond city limits on the west side of Bear Creek (as shown in **Exhibit A.2**). Until the permit conditions have been satisfied, Sound Transit will inspect, monitor, and maintain this landscaping. Once the permit conditions have been satisfied, site maintenance responsibilities will be returned to the County.
 - 4.6.1 The County has granted a transit way and tree and vegetation trimming easement to Sound Transit that includes this area. Transit Way Easement for East Lake Sammamish Trail Property: Recorded 7/14/2020, Recording #20200714001064. Tree and Vegetation Trimming Easement for East Lake Sammamish Trail Property: Recorded 7/14/2020, Recording #20200714001066.
- 4.7 As shown in blue in **Exhibit C.1 and C.2.**, the Guideway along SR520 at the north end of Marymoor Park, Sound Transit will install wetland buffer mitigation (i.e., restoration) plantings along the north side of the park. The completed mitigation plantings will require inspection and maintenance for up to ten (10) years after construction, or until permit requirements are met. At the conclusion of the establishment period, site maintenance will be returned to the County for County owned properties. The access road and WSDOT bio-swale are excluded from these mitigation areas.
- 4.8 Sound Transit will be responsible for operating and maintaining the temporary irrigation installed to serve all mitigation areas. The irrigation system is expected to be in service through the plant establishment period and will be removed by Sound Transit when it is no longer needed.

5.0 COMPENSATION AND PAYMENT

The Parties will provide compensation and payment for operation and maintenance according to the scope of services and responsibilities outlined in this Agreement. See **Exhibits F.1, F.2, and G** for deliverables related to this section.

- 5.1 Bear Creek Crossing Mitigation Costs. County will reimburse Sound Transit for its share of the mitigation monitoring and maintenance costs until the permit conditions have been satisfied. The parties have established an estimated cost for mitigation monitoring and maintenance effort as set forth in **Exhibit G**.
 - 5.1.1 County Pays Actual Costs. The mitigation monitoring and maintenance amount is an estimate of the costs to procure, administer, and manage the mitigation monitoring and maintenance effort. The County has agreed to reimburse Sound Transit for 29.6% of the actual mitigation monitoring and maintenance costs until the permit conditions have been satisfied. The County acknowledges that it has or will have funding available and that it will be responsible to fund any increases in their share of the estimated mitigation monitoring and maintenance costs. Sound Transit agrees to notify the County in writing if it anticipates that the total reimbursement amount for all costs the County is required to pay under this

agreement will exceed the mitigation monitoring and maintenance costs. Notwithstanding any estimated cost, the County agrees to pay the actual costs arising out of or related to the agreed upon mitigation monitoring and maintenance scope of work until the permit conditions have been satisfied.

5.1.2 **County Pays Fixed Administrative Costs.** The estimated mitigation monitoring and maintenance costs, as specified in **Exhibit G**, do not include Sound Transit's fixed administrative costs. The County agrees to pay Sound Transit's fixed administrative cost of 16% in addition to their portion of the mitigation monitoring and maintenance costs. The fixed administrative costs cover Sound Transit's administrative costs, including staff, consultant, and oversight costs related to the mitigation monitoring and maintenance activities.

5.2 **Tree Trimming Costs.** Sound Transit will pay the County as requested for tree limb trimming at the Sammamish River levee access way in Marymoor Park as noted in **Exhibit D.1** to maintain height clearance for equipment access, according to the cost table identified in **Exhibit G**, attached hereto and incorporated by reference. The County will provide photographs of the location prior to and after tree trimming activities are completed to confirm that the work was done. The Parties will agree by December 31 of each calendar year on the annual cost for the following year. If Parties are unable to agree to the annual cost, the prior year's cost will remain in effect and the annual cost will be reconciled once a new annual cost is agreed and in place.

5.3 **Invoicing** Parties will invoice not more often than quarterly. Invoices will include supporting documentation that align with this Section 5. If either Party determines that an invoice lacks sufficient documentation, the Party will be notified of this determination and request additional documentation. Parties will pay all invoices within thirty (30) days of receipt of an invoice.

5.3.1 If to Sound Transit: accountspayable@soundtransit.org. The purchase order provided by Sound Transit must be included on the invoice.

5.3.2 If to King County: King County Department of Natural Resources and Parks
Attn: Finance Department
201 S. Jackson Street
Seattle WA 98104-2826

5.4 **Payment Method**

5.4.1 **If to Sound Transit:** For ACH or wire payment information or other questions contact Sound Transit at: Accountsreceivable@soundtransit.org

If to King County:
King County Parks
Attn: Accounting Unit
201 S Jackson Street, Suite 5702
Seattle, WA 98104
Mailstop: KSC-NR-5702

5.4.2

6.0 DESIGNATED REPRESENTATIVES

The Parties have identified the following individuals as Designated Representatives who will be responsible for communication and coordination between the Parties and who will act as the point of contact for each Party:

Sound Transit

For track access requests:

Track Access Coordinator

Linktrackaccess@soundtransit.org

For maintenance requests:

East Area Facilities Manager

Operations Department

linkfacilitiesST@soundtransit.org

For environmental mitigation requests:

Ecosystems Manager

(206) 398-5000

County

Parks & Recreation Division

Department of Natural Resources & Parks

KcParks.legalnotices@kingcounty.gov

The name and contact information of a Designated Representative may be updated by a Party in writing by electronic mail to the other Parties. A change in the name and/or contact information of a Designated Representative shall not be considered an amendment to this Agreement.

7.0 ALLOCATION OF COSTS

Each Party will bear its own costs for performing all obligations under this Agreement, unless otherwise noted in this Agreement.

8.0 TERM AND TERMINATION

- 8.1 This Agreement will be effective from the date of execution and will remain in effect until terminated by the Parties.
- 8.2 The Parties will meet every five (5) years to review the roles and responsibilities under this Agreement and may propose any prudent or necessary amendments.

9.0 INDEMNITY

Each Party to this Agreement will defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, the indemnifying Party's negligent acts or omissions in the performance of said Party's obligations under this Agreement or the exercise of said Party's rights and privileges under this Agreement. No Party will be required to defend,

indemnify, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. **For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification shall survive the termination of this Agreement.**

10.0 INSURANCE

10.1 Minimum Scope and Limits of Insurance - Minimum Scope and Limits of Insurance Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

a) AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

10.2 Deductibles and Self-Insured Retentions - The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.

10.3 Other Insurance Provisions - The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

10.3.1 All Liability policies except Workers Compensation:

- a) The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
- b) Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by

the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.

- c) The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

10.3.2 All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

- 10.4 Acceptability of Insurers - Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
- 10.5 Verification of Coverage - The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- 10.6 Municipal or State Agency Provision - If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
- 10.7 Insurance - By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverage's: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."

11.0 DISPUTE RESOLUTION

Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the County shall be governed

under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that will be time barred before the dispute resolution process can be completed.

11.1 Cooperation. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

11.2 Process. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

11.2.1 Level One - Sound Transit's Manager of Facilities Maintenance and the County's Capital Improvements Program Section Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days, or such extended time period as the parties mutually agree to, either Party may refer the dispute to Level Two.

11.2.2 Level Two - Sound Transit's Director of Facilities or Designee and the King County Parks Director or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

11.2.3 Level Three - Sound Transit's Deputy Executive Director of Facilities or Designee and the King County Parks Executive Director or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

11.3 Legal Action. In the event the dispute is not resolved at Level Three within twenty-one (21) days, or such extended time period as the parties mutually agree to, after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

12.0 GENERAL

12.1 Recitals, Exhibits, and Attachments. The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.

- 12.2 **Notice.** Unless otherwise provided herein, all notices will be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed herein.
- 12.3 **Assurances.** The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.
- 12.4 **Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 12.5 **Headings.** The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 12.6 **Amendments.** This Agreement may be amended only by the mutual written agreement of the parties executed by personnel authorized to bind each of the Parties.
- 12.7 **Force Majeure.** The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible or reasonably delayed by war or riots, civil disturbances, epidemics, pandemics, floods, or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; labor stoppages or slow-downs; or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a Party penalized for such noncompliance, provided that such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, or integrity of both Parties' employees or property, or the health, safety, or integrity of the public, public right-of-way, public property, or private property.
- 12.8 **Waiver.** A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.
- 12.9 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto. However, the Parties will negotiate and execute such ancillary agreements as may be required to implement this Agreement.

- 12.10 **Governing Law and Venue.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.
- 12.11 **Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 12.12 **Counterparts.** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party.
- 12.13 **Authority to Bind.** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

The Parties hereto have executed this Agreement as the Party's date last signed below.

[Signature Page to Follow]

**CENTRAL PUGET SOUND REGIONAL KING COUNTY
TRANSIT AUTHORITY
(SOUND TRANSIT)**

Signed by:
By: Marie Olson
39A05AFC9758424...
Marie Olson, Chief Service Delivery Officer
Date: 7/14/2025

Signed by:
By: John Taylor
397943501675477...
John Taylor, Director, Parks & Recreation
Division, Department of Natural Resources &
Parks

Date: 5/27/2025 | 8:24 AM PDT

Authorized by Ordinance Dated April 14, 2025

Approved as to form:
Signed by:
By: Mattelyn Tharpe
B9FB9160D2A8400...
Mattelyn Tharpe, Senior Legal Counsel

Approved as to form:
Signed by:
By: Elisa J. Wood
E6D2F4804DAF4BA...
Senior Deputy Prosecuting Attorney

Exhibits:

- Exhibit A.1 – A.8: East Lake Sammamish Trail Corridor Area & Drainage Detail
- Exhibit B.1 – B.5: Graffiti
- Exhibit C.1 – C.3: Marymoor Park and other County Facilities Area Detail
- Exhibit D: Marymoor Park Levee Accessway and Environmental Mitigation Access
- Exhibit E: Access to Sound Transit West Bank Outfall to Sammamish
- Exhibit F.1 – F.3: Environmental Mitigation Area Details
- Exhibit G: Bear Creek Crossing Mitigation Costs
- Exhibit H.1 – H.4: King County Trails Traffic Control Plan Templates
- Exhibit I: Tree Trimming Cost Schedule