



Snohomish County Council

Committee: Conservation, Sustainability, and Recreation

Analyst: Nicole Gorle

ECAF: 2022-0554

Date: June 7, 2022

Motion: 22-233

Consideration:

Authorize the Executive to execute two Critical Area Site Plans for the McCollum Pioneer Park

Background:

The Snohomish County Council approved an Interlocal Agreement with Community Transit in 1994 for the operation of a Park and Ride at McCollum Pioneer Park. The County and Community Transit entered into an updated agreement to address improvements needed to the site as a result of expansion of the Swift Orange Line. Due to the site improvements, Critical Area Site Plans are required under SCC 30.62A.160.

Current Proposal:

Scope: Approve two Critical Area Site Plans required to proceed with permitting for improvements at the McCollum Park and Ride. Both Critical Area Site Plans have been approved by PDS.

2022 Budget: n/a – no fiscal impact tied to the site plans approval

Future Budget Impact: n/a – no fiscal impact tied to the site plans approval

Handling: Expedite – June 15, 2022

Approved-as-to-form: n/a

Risk Management: n/a

Executive Recommendation: Approve

Attachment:

1. 1994 Interlocal Agreement for Operation and Maintenance of McCollum Park and Ride

Amendments: None

Request: Move to GLS on June 15, 2022 for consideration.

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON



MOTION NO. 94-176

APPROVING AN INTERLOCAL AGREEMENT WITH COMMUNITY TRANSIT
RELATING TO THE OPERATION AND MAINTENANCE OF THE JOINT USE
OF MCCOLLUM PARK AND RIDE LOT
CRP #91-951

WHEREAS, the Snohomish County Council has adopted the 1994 Annual Road Construction Program which identifies the need and the funding for 132nd Street SE (Dumas Road) I-5 Improvements & Park and Ride Lot; and

WHEREAS, the Snohomish County council has adopted a Six Year Transportation Improvement Plan (TIP) which identifies the need for 132nd Street SE (Dumas Road) I-5 Improvements & Park and Ride Lot; and

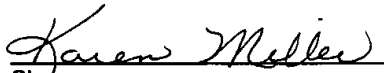
WHEREAS, Public works has completed environmental review and has issued a Final Environmental Impact Statement dated April 30, 1993, under regulation of State Environmental Policy Act (SEPA), Chapter 43.21C RCW; and

WHEREAS, Council approval of the Interlocal Agreement with Community Transit for Operation and Maintenance of the joint use of McCollum Park and Ride Lot will allow Department of Public Works staff to proceed.

NOW, THEREFORE, ON MOTION the Snohomish County Council hereby approves the Interlocal Agreement with Community Transit for the Operation and Maintenance of the joint use of McCollum Park and Ride Lot, as attached hereto and incorporated by reference herein, and authorizes the County Executive to execute said agreement.

PASSED this 8th day of June, 1994.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chair

ATTEST:


Asst. Clerk of the Council

INTERLOCAL AGREEMENT FOR THE OPERATION AND MAINTENANCE
OF THE JOINT USE MCCOLLUM PARK PARK AND RIDE LOT

Contract No. CU 01-94

This AGREEMENT, made and entered into this 8th day of June,
1994, by and between Snohomish County hereinafter called "County" and Snohomish
County Public Transportation Benefit Area Corporation, hereinafter called "Community
Transit".

WHEREAS, Snohomish County Public Works Department, hereinafter called "Public
Works"; is planning road construction improvements on Dumas Road/SR-96, and

WHEREAS, Snohomish County Parks Department, hereinafter called "Parks"; is planning
improvements to McCollum Park to include expansion of parking facilities, and

WHEREAS, the proposed facilities include a McCollum Park Park and Ride in South
Snohomish County, hereinafter called the "Park and Ride Lot," and,

WHEREAS, said Park and Ride Lot will become an integral part of Community Transit
transit-oriented program, and

WHEREAS, the parties recognize the mutual benefits of the resulting joint use facility and
have involved community representatives in the scoping process.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, it is mutually agreed as follows:

I

PURPOSE AND DURATION

The purpose of this Agreement is to set forth the conditions under which the County and Communtiy Transit agree to maintain and operate the Park and Ride Lot. The party bearing responsibility for specified areas of maintenance herein shall bear the expense of same.

This Agreement shall become effective from the date of acceptance of the construction of the Park and Ride Lot until such time that the parties choose to cease participating in this agreement and terminate it as described in section V TERMINATION.

II

PROJECT DESCRIPTION

The Park and Ride Lot shall be located in the Northeast quadrant of McCollum Park adjacent to Dumas Road and SR-96 as shown in the approved McCollum Park Master Plan. The Park and Ride Lot will accommodate approximately 400 vehicles for public transit and park use, and 50 spaces for vehicles dedicated to Park use only.

Community Transit will monitor use of the lot. Lot utilization will be taken into consideration when Community Transit is planning service modifications or expansions, with the intent of maintaining parking near design levels. Inter-County commuter service will be limited to weekdays unless specifically agreed to by the parties. While parking patterns could vary, typical park and ride lot commuter usage is from 5:00 AM to 7:00 PM. Lot hours shall be posted as being closed from 10:00 PM to 4:00 AM.

III

COMMUNITY TRANSIT RESPONSIBILITIES

1. Community Transit shall not be held responsible for any catastrophic failures, contamination, or any problems associated from siting the McCollum Park and Ride lot on the Emarder Landfill unless specifically described elsewhere within this agreement. Catastrophic failures shall be defined as any failures due to construction and operation of the Park and Ride lot on the Emarder landfill excluding earthquakes and/or other natural disasters.
2. Community Transit shall be responsible for the general maintenance of the Park and Ride Lot limited to sweeping, collection and disposal of litter, lot signing, and paint stripping.
3. Community Transit shall be responsible for the maintenance and operation of the transit shelter area. Maintenance and operation shall include leveling and maintenance of the shelter structure, telephones, transit information aids, bicycle racks/lockers, driver restroom and amenities, coffee area, and such other fixtures and appurtenances

which may be installed within or adjacent to the shelters for the purposes of passenger comfort, information, or safety.

4. Community Transit shall be responsible for all cost, liabilities, and/or damages associated with the settlement and/or failure of its permanent structures. Permanent structures is defined as the transit shelter structure and amenities, driver restroom sewage holding tank and piping, and Park and Ride lot illumination.
5. Community Transit shall be responsible for the normal maintenance of the Park and Ride Lot pavement area. Normal maintenance shall be considered a 2 inch overlay as determined by the condition of the lot paving. Community Transit shall determine when the overlay is required.
6. As settlement occurs, Community Transit shall be responsible for up to 60% of the cost associated with spot filling with asphalt up to, but not to exceed, \$18,000 per ten (10) years based on 1994 asphalt cost index and will change as the index changes relative to 1994. Spot filling shall occur when an area settles and results in ponding of water such as to preclude reasonable use of the area as determined by Community Transit.
7. Community Transit shall reimburse Parks \$8,000.00 annually for landscaping maintenance.
8. Community Transit shall provide periodic staff presence which may be supplemented by random police patrols. Community Transit shall make best efforts to ensure that the 50 spaces reserved for Park use shall not be encroached upon or used by commuters.

9. If catastrophic failure, excluding earthquakes and/or other natural disasters, or contamination occurs due to the Emander Landfill as described in section IV COUNTY RESPONSIBILITY this agreement immediately ceases and the County is solely responsible for any cost associated with the closing of the site as described in section V TERMINATION and any cost, liabilities and/or damages Community Transit may incur as a result of the catastrophic failure or contamination.
10. Community Transit shall be responsible for paying a 60% proportionate share of the annual Watershed Management Area (WMA) fees at a current cost of \$400.00 to Public Works.

IV

COUNTY RESPONSIBILITY

1. The County shall be responsible for all cost and damages associated with contamination from the Emander Landfill. If contamination is determined, the County shall provide Community Transit written notice and Community Transit shall immediately cease operating the Park and Ride facility as described in section V TERMINATION. The County shall undertake appropriate clean up measure to assure public health and safety.
2. If a catastrophic failure occurs due to the landfill, excluding earthquake or other natural disasters, within the Park and Ride Lot including but not limited to gas collection system failure, pavement becomes nonfunctional, or drainage system fails, Community Transit shall cease to operate the site as a Park and Ride Lot as described in section V TERMINATION. The County shall be responsible for all cost in taking

- appropriate action to assure public health and safety. The County will not be responsible to reconstruct the Park and Ride Lot to a functional configuration.
3. Parks shall be responsible for maintenance of landscaping and lawn areas within the McCollum Park site including the park and ride lot.
 4. Parks shall be responsible for providing an on-site caretaker. The Snohomish County Sheriff's Department will patrol past the facility in its normal county road pattern.
 5. Parks shall reimburse Public Works \$8,000.00 annually for the maintenance and operation of the gas collection system and ground water sampling.
 6. Public Works will, if so requested by Community Transit, include normal paving projects as described in section III COMMUNITY TRANSIT RESPONSIBILITY for the Park and Ride Lot in its annual overlay program if the request is made in a timely manner. Community Transit will be responsible for paying the costs of such paving, including inspection and design costs.
 7. As settlement occurs, the County shall be responsible for up to 40% of the cost associated with spot filling with asphalt up to, but not to exceed, \$12,000 per ten (10) years based on 1994 asphalt cost index and will change as the index changes relative to 1994. Spot filling shall occur when an area settles and results in ponding of water such as to preclude reasonable use of the area as determined by Community Transit. The County shall include spot filling in its normal street maintenance program and invoice Community Transit in accordance with the above cost limitations.
 8. Parks shall be responsible for paying a 40% proportionate share of the annual Watershed Management Area (WMA) fees at a current cost of \$254.00 to Public Works.

V

TERMINATION

Except otherwise provided for herein, this Agreement may only be terminated by written Agreement of the parties.

If Community Transit determines to release it's rights to the use of the Park and Ride Lot, Community Transit shall provide written notice of termination to the County. Community Transit shall be responsible for the removal of the transit passenger shelter within six (6) months of termination of park and ride lot operation. Upon the County's receipt of the written notice of termination, this Agreement ceases and all responsibilities shall revert back to the County.

In the event that the Park and Ride Lot ceases to provide a functional service as a result of catastrophic failure or if contamination is determined to threaten public health and safety, Public Works shall provide a written notice of termination to Community Transit and Community Transit shall immediately cease to operate the Park and Ride Lot and remove the transit passenger shelter within six (6) months of termination of park and ride lot operations.

VI

LEGAL RELATIONS

Community Transit shall indemnify and hold Snohomish County, and all officers and employees of the County, harmless from and shall process and defend at its own expense all actions, claims, demands, or suits brought against the County, and all officers and employees of the County, arising out of, in connection with, or incident to the execution of this agreement and/or Community Transit's performance or failure to perform any of the provisions of this agreement provided nothing herein shall require Community Transit to hold harmless or defend the County, or any officer or employee of the County, from any liability, loss, claim, demand or suit arising from the negligence of the County, or any officer or employee of the County.

Snohomish County shall indemnify and hold Community Transit, and all officers and employees of Community Transit, harmless from and shall process and defend at its own expense all actions, claims, demands, or suits brought against Community Transit, and all officers and employees of Community Transit, arising out of, in connection with, or incident to the execution of this agreement and/or Snohomish County's performance or failure to perform any of the provisions of this agreement provided nothing herein shall require Snohomish County to hold harmless or defend Community Transit, or any officer or employee of Community Transit, from any liability, loss, claim, demand or suit arising from the negligence of Community Transit, or any officer or employee of Community Transit.

No liability shall attach to Snohomish County or Community Transit by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SNOHOMISH COUNTY
By: [Signature]
Snohomish County Executive

COMMUNITY TRANSIT
By: [Signature]
Executive Director

APPROVED/EXECUTION AUTHORIZED
By: [Signature]
Snohomish County Council Chairperson

Approved as to Form only:
Date: 6/2/94

By: [Signature]
DARRELL L. SYFERD
Deputy Prosecuting Attorney

Approved as to Form only:
Date: 6/1/94

By: [Signature]
Community Transit Attorney