

RESOLUTION R-5741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL
AGREEMENT WITH THE CITY OF WOODINVILLE REGARDING ACCESS
AND USE OF RIGHT-OF-WAY WITHIN THE CITY OF KIRKLAND FOR
TRAFFIC SIGNAL INFRASTRUCTURE AT THE INTERSECTION OF NE
143RD STREET AND 132ND AVENUE NE.

1 WHEREAS, the City of Woodinville intends for a developer to construct and for
2 Woodinville to maintain traffic signal infrastructure at the intersection of NE 143rd St. and
3 132nd Ave. NE, where the City of Woodinville and the City of Kirkland share a common
4 boundary; and

5
6 WHEREAS, a portion of Woodinville's infrastructure will be constructed and maintained
7 within Kirkland's right-of-way; and

8
9 WHEREAS, Woodinville has proposed that the cities enter into an interlocal agreement,
10 authorized under Chapter 39.34 of the Revised Code of Washington, in order to establish
11 Woodinville's right to access and use a portion of Kirkland's right-of-way as well as
12 Woodinville's maintenance and repair obligations; and

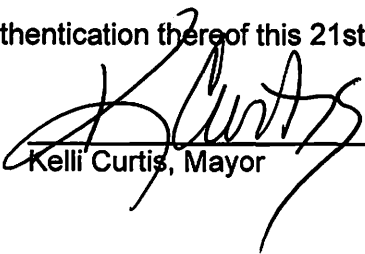
13
14 WHEREAS, cooperating with Woodinville through this interlocal agreement will result
15 in enhancing an atypically aligned four-way stop intersection with a more efficient traffic signal
16 intersection.

17
18 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as
19 follows:

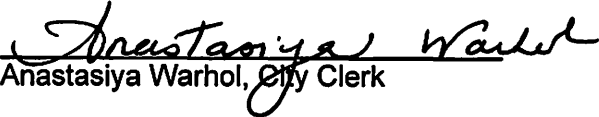
20
21 Section 1. The City Manager is hereby authorized and directed to execute on behalf of
22 the City of Kirkland the interlocal agreement with the City of Woodinville relating to
23 transportation improvements at the intersection of NE 143rd St. and 132nd Ave. NE, in a form
24 substantially similar to that attached to this Resolution as Exhibit A.

25
26
27 Passed by majority vote of the Kirkland City Council in open meeting this 21st day of
28 July, 2026.

29
30 Signed in authentication thereof this 21st day of July, 2026.


Kelli Curtis, Mayor

Attest:


Anastasiya Warhol, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOODINVILLE AND THE CITY OF KIRKLAND**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into this ____ day of _____, 2026, by and between the City of Woodinville, a municipal corporation of the State of Washington, hereinafter referred to as "Woodinville" and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as "Kirkland," referred to individually as "Party" or collectively as "Parties", for the purpose of defining ownership and maintenance responsibilities for certain signal infrastructure equipment located at the NE 143rd ST and 132nd AVE NE Intersection.

RECITALS

WHEREAS, Each Party possesses the power, legal authority and responsibility to maintain its signal infrastructure equipment ("Equipment"), and perform engineering and construction activities within its boundaries; and

WHEREAS, Certain infrastructure equipment installed and owned by Woodinville at NE 143rd ST and 132nd AVE NE Intersection ("Intersection") is within Kirkland's boundaries; and

WHEREAS, Woodinville desires to enter into an Agreement with Kirkland regarding Right of Way ("ROW") use and access to perform maintenance and/or repairs of the infrastructure equipment at the Intersection; and

WHEREAS, This Agreement is an extension of Woodinville's authority to perform public work in accordance with RCW 35.23.352;

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement.

The purpose and intent of this Agreement is to work together efficiently and effectively, to define what signal infrastructure equipment will be owned and maintained by Woodinville and the use and access rights Kirkland will provide to Woodinville within the Intersection Right-of-Way (ROW).

2. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party. The Parties' initial Administrators shall be the following individuals:

<u>Woodinville</u> Asha D'Souza, P.E. Public Works Director City of Woodinville 17301 – 133rd Avenue NE Woodinville, Washington, 98072 425-877-2291 AshaD@woodinville.gov	<u>Kirkland</u> Current Director or Acting Director of Public Works Department City of Kirkland 123 5th Avenue Kirkland, WA 98033 425-587-3000
--	--

3. Scope of Maintenance Responsibility.

- A. For the purposes of this Agreement, the “Equipment” is the electrically powered signal infrastructure equipment, that is located within Kirkland’s municipal boundaries and which Woodinville owns and is responsible for maintaining at the location identified in **Exhibit A** of this Agreement, attached hereto and incorporated herein by this reference.
- B. The Parties acknowledge that although some of the Equipment is located within Kirkland’s municipal boundaries, the Equipment is and shall remain the sole property of Woodinville. Nothing in this Agreement shall be construed as transferring ownership of any Equipment from Woodinville to Kirkland.
- C. For the purpose of this Agreement, “Equipment Maintenance” referred to herein as “Maintenance,” shall be as described and defined in **Exhibit B**, attached and incorporated by reference into this Agreement, to the extent such Maintenance is not subject to mandatory competitive bidding, as determined by Woodinville in accordance with applicable state statutes.
- D. Woodinville agrees to perform the Maintenance, subject to the availability of sufficient personnel, equipment and materials.
- E. Kirkland agrees to allow Woodinville and its applicable subcontractors or partners, continued use and access to perform Maintenance of the Equipment in the Intersection, as further described in Section 8.
- F. The Administrators identified in Section 2 above are authorized to act on behalf of their respective Parties and shall develop working procedures associated with this Agreement.
- G. Nothing herein contained shall be construed as in any way divesting Kirkland of any of its powers with respect to the supervision, management, and control of streets and equipment within its boundaries.
- H. Woodinville shall not assume, nor does Kirkland expect Woodinville to accept any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of Maintenance generally for its citizens.
- I. Woodinville shall act as an independent contractor under this Agreement. Control, supervision, direction and discipline of Woodinville personnel, subcontractors, or partners, shall be the responsibility of Woodinville. Woodinville has the express right

to direct and control its own activities in providing the Maintenance in accordance with the specifications set out in this Agreement.

4. Performance of Maintenance.

- A. For the purpose of performing Maintenance under this Agreement, Woodinville shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies, except to the extent machinery, equipment, and/or materials are supplied by Kirkland as agreed to in writing. All Parties agree that they and their officers and agents shall cooperate in the performance of the Maintenance and that Woodinville shall be given full authority, possession and necessary control of the work and work area, and with the full assistance from the police of Woodinville to assist in traffic control for safety purposes when requested, prior to the start of any work.
- B. For the purpose of facilitating the performance of the Maintenance under this Agreement, it is hereby agreed that Kirkland, upon reasonable request in writing by Woodinville, and at no cost to Woodinville, shall temporarily close any streets, or portions thereof, that Woodinville, in its sole discretion, finds necessary to be closed, before any work is commenced thereon. Woodinville will be responsible for furnishing the materials and labor needed to temporarily close any street or streets while Maintenance is being performed unless otherwise agreed by the Parties.
- C. The Maintenance provided by Woodinville under this Agreement shall be pursued with care and diligence to industry standards. Woodinville will make efforts to accommodate pertinent schedules of Kirkland. Woodinville shall notify Kirkland in writing of any hardship or other inability to perform under this Agreement, including delaying the performance of Maintenance work under this Agreement when the normal workload of Woodinville personnel so requires.
- D. Kirkland Right-of-Way Restoration Requirements. It is Woodinville's sole responsibility to restore any and all existing right-of-way improvements owned by Kirkland that are damaged due to Woodinville's maintenance activities, regardless of the cause of said damage. Restoration performance shall meet the standards established and published by Kirkland, as inspected and approved by Kirkland staff.
- E. Woodinville shall serve as the lead agency for the Maintenance provided hereunder.
- F. Kirkland acknowledges and agrees that Woodinville may meet its obligation to perform Maintenance pursuant to this Agreement by contracting with Snohomish County Signal or any other contractor qualified to perform the Maintenance. Woodinville shall require any contractor performing Maintenance under this Agreement to comply with all applicable laws and regulations with respect to the same.

5. Work Requests.

Not Used.

6. **Basis of Payment.**

Not Used

7. **Records.**

Woodinville shall maintain accurate time and accounting records related to performing Maintenance under this Agreement in the same manner as prescribed for their normal projects. Such records shall be available for inspection for a period of six (6) years after Termination of the Agreement. Kirkland shall have the right to inspect, review and copy such records at all times with reasonable notice to Woodinville.

8. **Facilities To Be Provided By Kirkland.**

Kirkland certifies to Woodinville that it owns or controls the real property or rights-of-way upon which the work within Kirkland's boundaries shall be rendered and additional real property or rights-of-way are not needed to complete the Maintenance. Kirkland further grants to Woodinville, for the purpose of performing work pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by Kirkland and those rights-of-way that are necessary or convenient for Woodinville to access in performing the Maintenance.

9. **Indemnification/Hold Harmless.**

- A. Woodinville agrees to indemnify, protect, defend and hold harmless Kirkland, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of Woodinville, its officials, employees, agents and contractors in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of Woodinville, except for those arising out of the sole negligence of Kirkland.
- B. Kirkland agrees to indemnify, protect, defend and hold harmless Woodinville, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of Kirkland, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of Kirkland, except for those arising out of the sole negligence of Woodinville.
- C. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 9A and B above are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the

indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- D. Survival. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party(s).

11. Compliance with Laws.

- A. In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.
- B. Non-discrimination. It is the policy of Woodinville to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, city facilities and services, and city contracts.

12. Default and Remedies.

- A. Default. If either Woodinville or Kirkland fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing Party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- B. Remedies. In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12(A) above, the non-

defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity.

13. Effective Date and Duration.

- A. Effective Date. This Agreement, and any amendment there to, shall take effect upon the latest date of mutual execution.
- B. Duration. This Agreement shall remain in effect for an initial period of six (6) years or until either amended as provided in Section 15 or terminated as provided in Section 14, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional six (6) year terms pursuant to Section 15 of this Agreement, PROVIDED FURTHER that each Party's obligations after December 31st of the year in which this Agreement is approved and becomes effective, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable laws.

14. Termination.

Either Party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other Party.

15. Amendments.

This Agreement may be amended at any time by written Agreement of the Parties if executed with the same formalities as this Agreement. PROVIDED, that the extension of this Agreement for the two 6-year additional terms pursuant to section 13(B) shall be approved administratively in writing by the Administrators of each Party. PROVIDED FURTHER, that the addition or deletion of Equipment may be made without amendment of this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except as defined in section 15.

17. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

18. Data Collection.

Not used/applicable.

19. Choice of Law and Venue.

The laws of the state of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings to enforce this Agreement or any provision included in this Agreement shall be in the Superior Court of King County, Washington.

20. Severability.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

21. Written Notices.

All notices required to be given under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of three (3) days from the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 2 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

22. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

23. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. No Waiver.

A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

25. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

26. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

27. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

28. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

29. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of Kirkland and Woodinville. No other persons or parties shall be deemed to have any rights in, under, or to, this Agreement.

30. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

31. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective on the last date indicated below.

CITY OF WOODINVILLE

CITY OF KIRKLAND

By: _____
Brandon Buchanan, City Manager

By: _____
Kurt Triplett, City Manager

DATE: _____

DATE: _____

Approved as to form only:

Approved as to form only:

Jeff Ganson, City Attorney

Kevin Hansen, Sr. Asst. City Attorney

DATE: _____

DATE: _____

EXHIBIT A

SIGNAL INFRASTRUCTURE EQUIPMENT

Signal Infrastructure Equipment covered by this Agreement is shown in the finalized and approved plans.

EXHIBIT B
EQUIPMENT MAINTENANCE SERVICES

Services for the Equipment listed in Exhibit A of this Agreement includes:

Routine Maintenance – This is a monthly activity that includes inspection of the traffic signal cabinet/controller/program; a visual inspection of the display system; and a check of pedestrian push buttons, emergency pre-emption, and detection systems. Furthermore, appropriate records will be maintained in the controller cabinet and in the offices at Woodinville.

Re-lamp – Traffic signal indicators will be replaced as needed.

On-Call Emergency Response – This service provides 24-hour emergency response for traffic signal and street light malfunctions or damage.

Materials – Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a traffic signal.