

RESOLUTION NO. R - 2850

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN INTER-LOCAL GOVERNMENTAL AGREEMENT WITH KING COUNTY FOR JOINT PARTICIPATION IN THE CONSTRUCTION OF TRAFFIC SIGNALS

WHEREAS, both King County and the City of Kirkland have jurisdiction of the intersection of 116th Way N.E., and N.E. 132nd Street, and the intersection of 124th Avenue N.E. and N.E. 116th Street; and

WHEREAS, traffic is sufficient to warrant installation of traffic signals at both intersections, and

WHEREAS, King County has agreed to act as construction agent for the construction and installation of said traffic signalization, with the cost thereof to be provided by the City of Kirkland, King County and Lake Washington School District;

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

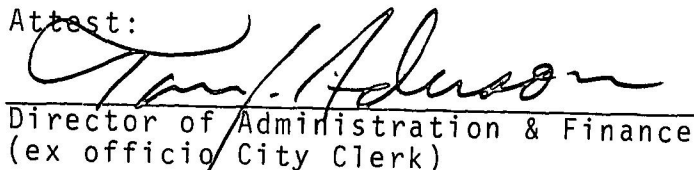
Section 1: The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain inter-local governmental agreement with King County for the installation of traffic signals at the intersection of 116th Way N.E. and N.E. 132nd Street and at the intersection of 124th Avenue N.E. and N.E. 106th Street. A copy of said agreement is attached to the original of this Resolution as Exhibit A and by this reference incorporated herein.

PASSED by majority vote of the Kirkland City Council in open regular meeting on the 3rd day of August, 1981.

SIGNED in authentication thereof on the 3rd day of August, 1981.


MAYOR

Attest:


Director of Administration & Finance
(ex officio City Clerk)



A G R E E M E N T

Agreement for the installation of traffic signals at the intersection of 116th Way N.E. and N.E. 132nd Street and at the intersection of 124th Avenue N.E. and N.E. 116th Street.

THIS AGREEMENT, made and executed this _____ day of _____, 1981, between King County and the City of Kirkland, both subdivisions of the State of Washington, witnesseth;

WHEREAS, both King County and the City of Kirkland have jurisdiction of the intersection of 116th Way N.E. and N.E. 132nd Street and the intersection of 124th Avenue N.E. and N.E. 116th Street, and

WHEREAS, traffic is sufficient to warrant installation of traffic signals at both intersections, and

WHEREAS, the Lake Washington School District has agreed to pay 27% the total cost of signalization at 124th Avenue N.E. and N.E. 116th Street as shown on Exhibit "A" attached hereto and by reference made a part of this agreement,

NOW, THEREFORE, the said parties hereby enter into an agreement as follows:

Section 1. FINANCING. The percentage of the project costs to be paid by each party shall be determined by the percentage of inbound traffic within each jurisdiction. Exhibit "B" attached hereto and by this reference made a part of this agreement, shows the percentage of each party's obligation for each traffic signal.

The total project cost to signalize the intersection of 116th Way N.E. and N.E. 132nd Street will be approximately \$75,000. The City of Kirkland's share will be 20.2% the project cost or approximately \$15,150. King County's share will be 79.8% the project cost or approximately \$59,850.

The total project cost to signalize the intersection of 124th Avenue N.E. and N.E. 116th Street will be approximately \$90,000. The Lake Washington School District has committed to pay 27% of the project costs or approximately \$24,300. The City of Kirkland share shall be 39.8% the remainder or approximately \$26,150. King County's share will be 60.2% the same remainder or approximately \$39,550.

Section 2. PAYMENT. The City of Kirkland agrees partial payments will be made upon request of King County to cover costs incurred. These requests are not to be more frequent than one per

EXHIBIT A

month and payment will be made within sixty days of each invoice. It is agreed that payment of any partial claim will not constitute agreement as to the appropriateness of any item, and that at the time of final settlement, all required adjustments will be made and reflected in the final payment. In the event that such final adjustments constitute an overpayment, King County agrees to refund such overpayment to the City of Kirkland.

Section 3. SCOPE OF WORK. This agreement shall cover all expenses associated with the development and construction of this project including but not limited to: design, preparation of contract plans and estimates, testing, construction supervision and engineering, preparing project vouchers, and all other expenses King County may reasonably incur while administering this project.

Section 4. CONSTRUCTION PLANS. King County shall prepare construction plans for the project consisting of a two phase full activated traffic signal in accordance with the M.U.T.C.D. at the intersection of 116th Way N.E. and N.E. 132nd Street and at the intersection of 124th Avenue N.E. and N.E. 116th Street. All such plans shall be submitted to the City of Kirkland for their approval and signature prior to construction.

Section 5. AUTHORITY TO CONSTRUCT. The City of Kirkland hereby authorizes King County to enter its jurisdiction without further permit or bond for the purpose intended by this agreement.

Section 6. CONSTRUCTION. King County is hereby designated as the construction agent for the project with construction to be accomplished by competitive bid. As construction agent King County will perform all engineering, survey and inspection.

Section 7. ACCEPTANCE. Final acceptance of the project shall be by King County after inspection by both agencies.

Section 8. PROGRESS REPORTS. King County shall at all times keep the City of Kirkland advised as to progress of the project. King County shall not order or approve any changes in the approved design or construction which substantially change the nature of this project or its basic design without first consulting the City of Kirkland.

DATED THIS _____ day of _____, 1981.

CITY OF KIRKLAND

ATTEST:

KING COUNTY

ATTEST: