

RESOLUTION NO. R - 2930

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, THREE INTER-LOCAL GOVERNMENTAL AGREEMENTS WITH KING COUNTY, PROVIDING FOR JOINT PUBLIC CONSTRUCTION AND IMPROVEMENT PROJECTS WITHIN THE RIGHTS-OF-WAY OF 124TH AVENUE N.E. AND NORTHEAST 124TH STREET RESPECTIVELY.

Whereas, both the City of Kirkland and King County are each planning construction or improvement of portions of Northeast 124th Street and 124th Avenue N.E., including traffic signalization at the intersection of Northeast 124th Street and 132nd Avenue N.E.; and

Whereas, said rights-of-way to be constructed and/or improved, lie both within King County and the City of Kirkland; and

Whereas, the City of Kirkland has applied for and received FAUS funding for all of said projects; and

Whereas, said construction and improvements will serve residents of both the City of Kirkland and King County; and

Whereas, both King County and the City of Kirkland are authorized to enter into inter-local governmental agreements for joint operations; and

Whereas, it is in the best interest of all parties to coordinate the design and construction for each of said projects in order that each may be a complete facility, 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, inter-local governmental agreements with King County for the planning construction and/or improvement of the following public rights-of-way which lie partially within the City of Kirkland and partially within King County:

A. Agreement for the widening and improving of 124th Avenue N.E., from 116th Street to Northeast 124th Street.

B. Agreement for the design of signalization of Northeast 124th Street and 132nd Avenue N.E. intersection, including approaches;

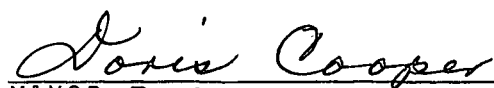


C. Agreement for the widening and improving of Northeast 124th from approximately I-405 to and including the east approach to said street.

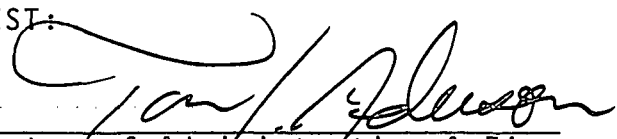
Said agreements shall be substantially in the form of the agreements attached to the original of this resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting on the 21 day of June, 1982.

Signed in authentication thereof on the 21 day of June, 1982.


MAYOR Pro-Tem

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



A G R E E M E N T

Agreement for the widening and improving of 124th Ave NE from NE 116th Street to NE 124th Street said street being partially in the City of Kirkland and partially in King County.

THIS AGREEMENT, made and executed this 22 day of June, 1982 between the CITY OF KIRKLAND and KING COUNTY, both municipal corporations of the State of Washington, witnesseth:

WHEREAS, the CITY OF KIRKLAND is planning construction or improvement of 124th Ave NE from NE 116th Street to NE 124th Street; and

WHEREAS, the COUNTY OF KING is planning construction or improvement to the County portion of this street; and

WHEREAS, The City of Kirkland has applied for and received partial funding by the Urban Arterial Board for construction of this street; and

WHEREAS, the City of Kirkland has retained a consulting firm, URS, which can provide a coordinated design of the project; and

WHEREAS, the new proposed roadway improvements of 124th Ave. NE will serve residents of both the CITY OF KIRKLAND and KING COUNTY; and

WHEREAS, it is in the best interests of all parties to coordinate the design and construction of this project and to complete the segment from NE 116th Street to NE 124th Street thus providing a complete facility:

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

Section 1. Reimbursement. The County of King agrees to reimburse the City of Kirkland for the actual cost of the work which is the responsibility of King County and to take all necessary action to pledge, budget and allocate the same. The preliminary cost and funding estimate of the County's share as denoted in the attached Exhibit "A: is \$36,112.00.

Section 2. Payment. King County agrees partial payments will be made upon request of the City of Kirkland to cover costs incurred. These requests are not to be more frequent than one per 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, the City of Kirkland agrees to refund such overpayment to King County.

Section 3. Construction Plans. The City of Kirkland shall prepare or cause to be prepared construction plans for the widening or reconstruction of NE 124th Street. All such plans shall be submitted to King County for its approval and signature prior to construction.

Section 4. Acquisition of Right-of-Way or Easements. Each party to the Agreement shall acquire such right-of-way or easements within its domain as are required by the approved plans. Such acquisition shall proceed as diligently and expeditiously as possible.

Section 5. Authority to Construct. The County of King hereby authorizes the City of Kirkland to enter its jurisdictions without further permit or bond for the purpose intended by this Agreement to conduct all necessary activities to complete the design and construction of the project.

Section 6. Construction. The City of Kirkland is hereby designated as the construction agent for the project with construction to be accomplished by competitive bid. As construction agent, the City of Kirkland will perform all engineering, survey and field inspections and shall make all payments to the contractor.

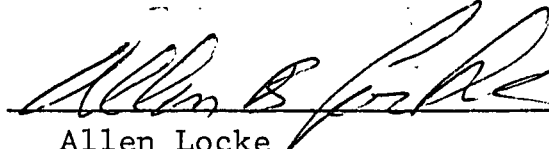
Section 7. Acceptance. Final acceptance of the project shall be by the City of Kirkland after inspection by all agencies involved.

Section 8. Progress Report. The City of Kirkland will at all times keep King County advised as to the progress of said project, and will not order or approve any changes in the approved design or construction which substantially change the nature of said project or its basic design without first consulting King County.

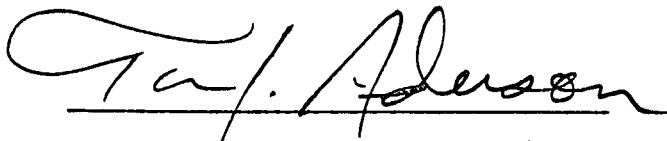
9993A/pj

DATED THIS 22 day of June, 1982

CITY OF KIRKLAND


Allen Locke
City Manager

ATTEST:


Tom Anderson
City Clerk, City of Kirkland

KING COUNTY

Randy Revelle
KING COUNTY EXECUTIVE

ATTEST:

Agreement for the design of signalization
of NE 124th Street and 132nd Ave. NE
intersection including approaches.

THIS AGREEMENT, made and executed this 22 day of June, 1982
between the CITY OF KIRKLAND and KING COUNTY, both municipal corporations
of the State of Washington, witnesseth:

WHEREAS, the CITY OF KIRKLAND is planning construction or improvement
of NE 124th Street from approximately I-405 to 128th Ave. NE; and

WHEREAS, the COUNTY OF KING is planning construction or improvement of
NE 124th from 128th Ave. NE to 132nd Ave. NE; and

WHEREAS, The City of Kirkland has applied for and received FAUS funding
for the design of the entire roadway from I-405 to 132nd NE; and

WHEREAS, the new proposed roadway improvements of NE 124th Street will
serve residents of both the CITY OF KIRKLAND and KING COUNTY: and

WHEREAS, The CITY OF KIRKLAND and COUNTY OF KING have entered into a
joint design and construction agreement for the improvements of NE 124th
from I-405 to 132nd NE; and

WHEREAS, The City of Kirkland has retained a consulting firm, URS,
which can provide a coordinated design of the intersection and NE 124th
Street; and

WHEREAS, The COUNTY OF KING has applied for and received FAUS funding
for the design of the signal at NE 124th Street and 132nd Ave. NE including
approaches; and

WHEREAS, it is in the best interests of all parties to coordinate the
design of the NE 124th Street and 132nd Ave. NE intersection and to
complete the segment from 128th NE to 132nd NE thus providing a complete
facility:

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

Section 1. Reimbursement. The County of King agrees to reimburse the City of Kirkland for the actual cost of the design, subject to prior approval of the consultant agreement, which is the responsibility of King County and to take all necessary action to pledge, budget and allocate the same. The preliminary cost and funding-estimate of the County's share is \$18,800.00.

Section 2. Payment. King County agrees partial payments will be made upon request of the City of Kirkland to cover costs incurred. These requests are not to be more frequent than one per 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, the City of Kirkland agrees to refund such overpayment to King County.

Section 3. Construction Plans. The City of Kirkland shall prepare or cause to be prepared construction plans for the widening, reconstruction and signalization of NE 124th Street and 132nd Ave. NE. All such plans shall be submitted to King County for its approval and shall become the property of King County.

Section 4. Acquisition of Right-of-Way or Easements. Each party to the Agreement shall acquire such right-of-way or easements within its domain as are required by the approved plans. Such acquisition shall proceed as diligently and expeditiously as possible.

Section 5. Authority to Construct. The County of King hereby authorizes the City of Kirkland to enter its jurisdictions without further permit or bond for the purpose intended by this Agreement to conduct all necessary activities to complete the design of the project.

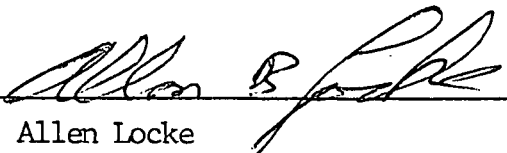
Section 6. Construction. The City of Kirkland is hereby designated as the design agent for the project with work to be accomplished by the City's consultant on the NE 124th Street project. As agent, the City of Kirkland will perform or cause to be performed all engineering, and shall make all payments to the consultant.

Section 7. Acceptance. Final acceptance of the design shall be by the City of Kirkland after inspection by all agencies involved.

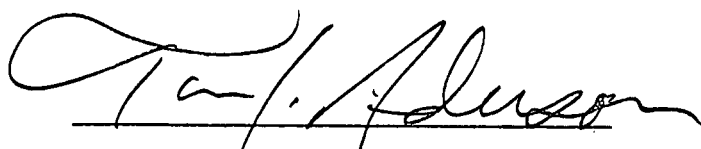
Section 8. Progress Report. The City of Kirkland will at all times keep King County advised as to the progress of said project, and will not order or approve any changes in the basic design without first consulting King County.

DATED THIS 22 day of June, 1982

CITY OF KIRKLAND


Allen Locke
City Manager

ATTEST:


Tom Anderson
City Clerk, City of Kirkland

KING COUNTY

Randy Revelle
KING COUNTY EXECUTIVE

ATTEST:

A G R E E M E N T

Agreement for the widening and improving of NE 124th from approximately I-405 to 132nd Ave NE to and including the east approach to said Avenue being partially in the City of Kirkland and partially in King County.

THIS AGREEMENT, made and executed this 22 day of June, 1982 between the CITY OF KIRKLAND and KING COUNTY, both municipal corporations of the State of Washington, witnesseth:

WHEREAS, the CITY OF KIRKLAND is planning construction or improvement of NE 124th Street from I-405 to 128th Ave. NE; and

WHEREAS, the COUNTY OF KING is planning construction or improvement of NE 124th from 128th Ave. NE to 132nd Ave. NE; and

WHEREAS, The City of Kirkland has applied for and received FAUS funding for the design of the entire roadway from I-405 to 132nd NE; and

WHEREAS, the City of Kirkland has retained a consulting firm, URS, which can provide a coordinated design of the entire project from I-405 to 132nd Ave. NE; and

WHEREAS, the new proposed roadway improvements of NE 124th Street will serve residents of both the CITY OF KIRKLAND and KING COUNTY: and

WHEREAS, it is in the best interests of all parties to coordinate the design and construction of this project and to complete the segment from 128th NE to 132nd NE thus providing a complete facility:

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

Section 1. Reimbursement. The County of King agrees to reimburse the City of Kirkland for the actual cost of the work which is the responsibility of King County and to take all necessary action to pledge, budget and allocate the same. The preliminary cost and funding estimate of the County's share of design, inspection and construction as denoted in the attached Exhibit "A: is \$93,940.00.

Section 2. Construction Funds. The City of Kirkland and King County agree to prepare and submit a joint application for FAUS construction funds for the completion of the NE 124th Street project from I-405 to 132nd Avenue NE.

Section 3. Payment. King County agrees partial payments will be made upon request of the City of Kirkland to cover costs incurred. These requests are not to be more frequent than one per 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, the City of Kirkland agrees to refund such overpayment to King County.

Section 4. Construction Plans. The City of Kirkland shall prepare or cause to be prepared construction plans for the widening or reconstruction of NE 124th Street. All such plans shall be submitted to King County for its approval and signature prior to construction.

Section 5. Acquisition of Right-of-Way or Easements. Each party to the Agreement shall acquire such right-of-way or easements within its domain as are required by the approved plans. Such acquisition shall proceed as diligently and expeditiously as possible.

Section 6. Authority to Construct. The County of King hereby authorizes the City of Kirkland to enter its jurisdictions without further permit or bond for the purpose intended by this Agreement to conduct all necessary activities to perform the design and construction.

Section 7. Construction. The City of Kirkland is hereby designated as the construction agent for the project when funded with construction to be accomplished by competitive bid. As construction agent, the City of Kirkland will perform all engineering, survey and field inspections and shall make all payments to the contractor.

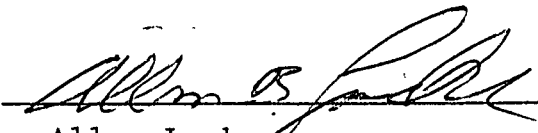
Section 8. Acceptance. Final acceptance of the project shall be by the City of Kirkland after inspection by all agencies involved.

Section 9. Progress Report The City of Kirkland will at all times keep King County advised as to the progress of said project, and will not order or approve any changes in the approved design or construction which substantially change the nature of said project or its basic design without first consulting King County.

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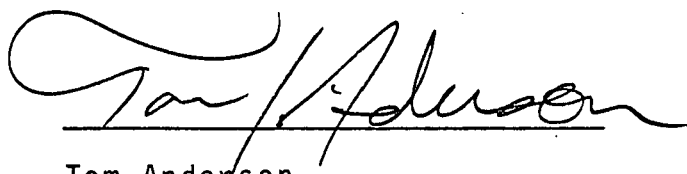
DATED THIS 22 day of June, 1982

CITY OF KIRKLAND


Allen Locke

City Manager

ATTEST:



Tom Anderson

City Clerk, City of Kirkland

KING COUNTY

Randy Revelle

KING COUNTY EXECUTIVE

ATTEST:
