

RESOLUTION R 3239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN AGREEMENT WITH KING COUNTY RELATING TO COORDINATED IMPROVEMENT OF NORTHEAST 116TH STREET FROM APPROXIMATELY 98TH AVENUE N.E., TO 120TH AVENUE N.E., BEING PARTIALLY WITHIN THE CITY OF KIRKLAND AND PARTIALLY IN UNINCORPORATED KING COUNTY.

Whereas, the City of Kirkland is planning construction or improvement of Northeast 116th Street from 98th Avenue N.E., to 120th Avenue N.E.; and

Whereas, King County is planning construction or improvement of the north side of Northeast 116th Street, from 98th Avenue N.E., to 116th Avenue N.E.; and

Whereas, said City of Kirkland street improvement is being funded in part by a grant from the Urban Arterial Board, and said improvements to Northeast 116th Street will serve residents of both the City of Kirkland and King County; and

Whereas, it is in the best interests of the City, the County and their residents to coordinate the design, construction and completion of both the county and city projects to provide a complete facility; and

Whereas, the County of King is willing to reimburse the City of Kirkland for the actual cost of work which is the responsibility of King County having a preliminary cost estimate of \$677,031, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and King County, copy of which 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 regular, open meeting this 2nd day of December, 1985.

Signed in authentication thereof this 2nd day of December,  
1985.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

## A G R E E M E N T

AN AGREEMENT for the widening and improving of Northeast 116th Street from approximately 98th Avenue Northeast to 120th Avenue Northeast being partially in the City of Kirkland and partially in King County.

THIS AGREEMENT, made and executed 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 Northeast 116th Street from 98th Avenue Northeast to 120th Avenue Northeast; and

WHEREAS, the COUNTY OF KING is planning construction or improvement of the north side of Northeast 116th Street from 98th Avenue Northeast to 116th Avenue Northeast; and

WHEREAS, the City of Kirkland has applied for and received Urban Arterial Board (UAB) funding for the design of the entire roadway from 98th Avenue Northeast to 120th Avenue Northeast; and

WHEREAS, the CITY OF KIRKLAND will be retaining a consulting firm which can provide a coordinated design of the entire project from 98th Avenue Northeast to 120th Avenue Northeast; and

WHEREAS, the new proposed roadway improvements of Northeast 116th 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 on the north side of 98th Avenue Northeast to 116th Avenue Northeast 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 estimate for that portion of the project within King County is \$677,031.00. This includes design, inspection, and construction of the project.

Section 2. Construction Funds. The City of Kirkland and King County agree to prepare and submit a joint application for UAB design and construction funds for the completion of the Northeast 116th Street project from 98th Avenue Northeast to 120th Avenue Northeast.

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 (60) 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 Northeast 116th 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, 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.

Section 10. Performance. Both parties agree to hold each other harmless from any and all costs, claims, demands and obligations of whatsoever nature arising by reason of the other's performance pursuant to the terms of this Agreement.

Each party further agrees to defend, at its own cost, all suits or actions of whatsoever nature brought against the other arising from the respective party's participation in or performance of the work; provided, however, that nothing in this section will relieve either party from liability arising out of its performance pursuant to the terms of this agreement.

Section 11. Minority and Womens Business Enterprises. The provisions of the King County Minority and Women's Business (MWBE) Ordinance shall apply to the extent of the County's contribution. For purposes of this contract, the utilization requirements to be fulfilled are 18% for minority businesses and 10% for women's businesses for the construction contract, and 15% minority business and 7% women's business for the consultant design portion. The County agrees to monitor compliance with these requirements. If an issue arises concerning a possible violation by private contractors of any MWBE contract provision, the County and City will meet and confer on corrective actions.

CITY OF KIRKLAND

\_\_\_\_\_  
Terry Ellis, City Manager

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

ATTEST:

\_\_\_\_\_  
Janice Perry, City Clerk  
City of Kirkland

KING COUNTY

\_\_\_\_\_  
Randy Revelle, King County Executive

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

