

RESOLUTION R- 3735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AN INTERLOCAL AGREEMENT WITH KING COUNTY FOR THE MAINTENANCE AND OPERATION OF CERTAIN TRAFFIC SIGNALS LOCATED ON THE NORTHEAST 132ND STREET CORRIDOR

Whereas, King County currently operates and maintains existing traffic signals on Northeast 132nd Street at 116th Way Northeast, Totem Lake Boulevard, and 124th Avenue Northeast, and

Whereas, the City of Kirkland intends to construct three new traffic signals on 120th Avenue Northeast at the intersections of Northeast 132nd Street, Northeast 130th Lane and Northeast 128th Street, to operate as a closed loop coordinated system, and

Whereas, the Northeast 132nd Street corridor is very congested and the County and City wish to coordinate these six (6) signals with one signal system, and


Whereas, the City of Kirkland is authorized pursuant to Chapter 39 34 RCW to enter into an interlocal agreement providing for the maintenance and operation by the City of the six above mentioned traffic signals,

Now, Therefore, be it resolved by the City Council of the City of Kirkland as follows

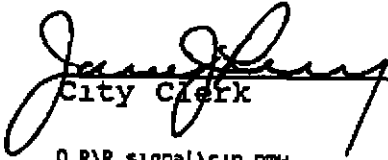
Section 1 The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Interlocal Agreement between the City of Kirkland and King County as set forth in Exhibit A to this Resolution and by this reference incorporated herein

Passed by Majority vote of the Kirkland City Council in regular, open meeting this 21st day of April, 1992

Signed in authentication thereof this  
21st day of April, 1992

  
\_\_\_\_\_  
MAYOR

Attest:

  
\_\_\_\_\_  
City Clerk

D:\R signal\cjp mmw

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, between the City of Kirkland, hereinafter called the "City" and King County, 900 County Administration Building, 500 Fourth Avenue, Seattle, Washington, 98104, hereinafter called the "County",

**WHEREAS**, the County currently operates and maintains existing traffic signals on NE 132nd Street at 116th Way NE, Totem Lake Boulevard, and 124th Avenue NE, and

**WHEREAS**, the NE 132nd Street corridor is very congested and the signals are not currently coordinated, and

**WHEREAS**, the City of Kirkland intends to construct three new traffic signals on 120th Avenue NE at the intersection of NE 132nd Street, NE 130th Lane, and NE 128th Street, and

**WHEREAS**, the three new traffic signals on 120th Avenue NE will be interconnected to operate as a closed loop coordinated system, and

**WHEREAS**, it is mutually agreeable to both parties that the City provide traffic signal maintenance and operation on the three afore referenced existing signals on NE 132nd Street and the three new traffic signals on 120th Avenue NE,,

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, or attached hereto and incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS**

**I**

The City shall operate and maintain the three (3) existing County signals (NE 132nd Street @ 116th Way NE, NE 132nd Street @ Totem Lake Boulevard, and NE 132nd Street @ 124th Avenue NE) as shown on the attached plan marked Exhibit "A", attached hereto and by this reference made a part of this agreement

**II**

The City agrees to operate and perform ordinary maintenance for the subject traffic signals. Ordinary maintenance shall include relamping, preventative maintenance, replacement of defective parts or other display and detection needing replacement

## III

The City agrees to perform extra-ordinary maintenance for the subject signals when authorized in writing by the County. The City and County agree to jointly fund extra-ordinary maintenance for the subject traffic signals. Maintenance to the normal mechanical operation of the signal is not included as extra-ordinary maintenance. Extra-ordinary maintenance includes the following:

- 1 Replacement of a traffic signal and/or its appurtenances damaged or destroyed by outside forces or actions. Accidents, adverse weather, vandalism, or acts of God are causes which may precipitate this extra-ordinary maintenance.
- 2 Installation of a new traffic signal or reconstruction of the existing traffic signal.

## IV

The City shall be responsible for maintenance and operation of the three (3) County signals identified in paragraph I above, after all of the following events have occurred: the execution of this agreement, receipt by the City of maintenance records and an inventory of equipment at the subject intersections, inspection of the County equipment by the City Public Works electronic technicians, and when the controller keys have been transferred by the County to City of Kirkland Public Works. The NE 132nd Street roadway and Right of Way shall remain the joint responsibility of the City of Kirkland and King County east of the I-405 Right of Way and fully the responsibility of King County west of the I-405 Right of Way.

## V

Neither party to this agreement shall assume any liability for injury to persons or damage to property resulting from negligence on the part of the other party, or the other party's employees, agents, or officers. Neither party assumes any liability to the other party for the consequences of any act or omission of any third party.

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

## VI

This agreement shall be administered by the respective directors of the King County and City of Kirkland Departments of Public Works, or their designees.

## VII

This agreement shall be of five (5) years minimum duration and at the end of such five (5) years or at any time thereafter either party may terminate the agreement by giving one year's written notice, otherwise, it shall continue in effect indefinitely.

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

Attest

KING COUNTY

\_\_\_\_\_

\_\_\_\_\_

County Executive

\_\_\_\_\_, 19 \_\_\_\_

Approved as to form

CITY OF KIRKLAND

\_\_\_\_\_, 19 \_\_\_\_

By \_\_\_\_\_

City Attorney

\_\_\_\_\_

City Manager

KCINTER2 DOC/KGC lgc