

RESOLUTION NO. R- 4395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERAGENCY AGREEMENT WITH KING COUNTY FOR DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTION OF 100<sup>TH</sup> AVENUE NE AND NE 132<sup>ND</sup> STREET.

WHEREAS, Kirkland will improve the intersection of 100<sup>th</sup> Avenue NE and NE 132<sup>nd</sup> Street by adding a northbound right turn lane, which is adjacent to and partially within unincorporated King County; and

WHEREAS, the City has identified the need to improve components of the Intersection within King County to allow the intersection to function properly; and

WHEREAS, the King County has allocated up to \$25,000 to contribute to Kirkland for improvements to the County's portion of the Intersection; and

WHEREAS, it is in the best interest of the parties to improve the Intersection at the same time and, at this time, to designate a lead agency for procurement of design and construction of both the County and the City portions of the improvements; and


WHEREAS, the City of Kirkland is authorized by RCW Chapter 39.34 to enter into agreements with other governmental entities;

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 to execute an Interagency Agreement with King County on behalf of the City in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by majority vote of the Kirkland City Council in regular open meeting on the 5th day of August, 2003.

SIGNED IN AUTHENTICATION thereof this 5th day of August, 2003.

  
\_\_\_\_\_  
Mayor

Attest:

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

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND CITY OF KIRKLAND  
REGARDING IMPROVEMENTS AT  
100<sup>th</sup> AVENUE NE AND NE 132<sup>nd</sup> STREET**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington ("the County") and the City of Kirkland ("the City"). The County and the City are referred to collectively as "the parties".

**RECITALS**

- A. The City of Kirkland has a project from 500-feet south of NE 132<sup>nd</sup> Street to the north margin of NE 132<sup>nd</sup> Street right-of-way (the "Project").
- B. The Project includes modification to the signal system at the intersection of 100<sup>th</sup> Avenue NE and NE 132<sup>nd</sup> Street partially located in unincorporated King County (the "County Signal") and owned and operated by the County.
- C. The parties agree that the construction of the Project will provide mutual benefits to the citizens of the City and unincorporated King County.
- D. The City has requested permission and financial contribution from the County for the County Signal modification.
- E. The County agrees to grant the City permission to proceed with the County Signal modification and to contribute financially towards the costs of the signal modification.
- F. It is in the best interest of the County and the City to enter into a cooperative agreement of this nature.

**NOW, THEREFORE**, the County and the City agree as follows:

**AGREEMENT**

**1. SCOPE OF WORK**

The Project includes the addition of a northbound right-turn lane on 100<sup>th</sup> Avenue NE that requires modification to the County Signal at the intersection of 100<sup>th</sup> Avenue NE and NE 132<sup>nd</sup> Street.

The County's responsibility under this Agreement includes the following: review of contract plans; review of contractor's materials submittals for compliance with King County requirements; inspection of work; direction for deviations from the contract

plans; inspection of punchlists, certification of completion of work; electrical service connection request; and financial contribution not to exceed \$25,000. The Project itself is the sole responsibility of the City.

## **2. TERMS AND CONDITIONS**

- 2.1 The City shall be the lead agency for all of the components of the Project, including, but not limited to design, construction, property acquisition, permitting, and environmental review.
- 2.2 That portion of 100<sup>th</sup> Avenue NE and NE 132<sup>nd</sup> Street within the County's jurisdiction shall comply with the County's standards and regulations.
- 2.3 The parties shall appoint a contact person or persons to act as a liaison for the portion of the Project within the County. These contact persons will meet on an "as needed" basis to provide guidance for the County Signal modification and serve as a coordination body between the two agencies.
- 2.4 The County hereby grants the City right-of-entry into the the County's jurisdiction for the purpose of performing any and all tasks necessary to complete the Project.
- 2.5 The County may inspect the Project to insure proper compliance with county regulations and standards during the construction of the portion of the Project located within the County. The County shall advise the City of any deficiencies noted.
- 2.6 The City shall keep the County advised as to the progress of the Project as it relates to the portion of the Project located within the County.
- 2.7 At the completion of the Project, both parties shall perform a mutual final inspection of the portion of the Project located within the County. The County may provide a written deficiency list to the City within ten working days after the final inspection.
- 2.8 The contractor will complete all construction deficiencies to insure proper compliance with County standards and regulations. Final acceptance of the portion of the Project within the County will be by the City after approval by the County.

## **3. PAYMENT**

- 3.1 The County's financial share shall not exceed \$25,000 and shall be applied only to costs associated with the County Signal modification.

- 3.2 The City shall bill the County for actual expenses incurred on no more than a monthly basis. Invoices will reflect actual costs. All payments shall be due within 30 days of the billing date.

4. **DURATION/TERMINATION**

This Agreement shall remain in effect until final acceptance of the Project as described in Section 2.8..

5. **LIABILITY**

Washington State law shall govern the respective liabilities of the parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to this Agreement.

6. **DISPUTE RESOLUTION**

In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally, the parties may agree in writing to an alternative dispute resolution process.

7. **AUDITS AND INSPECTIONS**

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review, or audit by the County or the City during the term of this Agreement and for three (3) years after termination or expiration.

8. **OTHER PROVISIONS**

- 8.1 The City shall be deemed an independent contractor for all purposes and the employees of the City, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of the County.
- 8.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 8.3 Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a

modification of the terms of this Agreement.

- 8.4 Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 8.5 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- 8.6 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 8.7 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 8.8 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

**CITY OF KIRKLAND**

\_\_\_\_\_  
Road Services Division Director

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
City Attorney