

May 29, 1996

Introduced By:

MAGGI FIMIA

Proposed No.:

96-549

MOTION NO. **9921**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Shoreline relating to the transfer of county funds for capital improvement projects.

WHEREAS, the city of Shoreline incorporated on August 31, 1995, and

WHEREAS, prior to the city's incorporation, the county had planned and budgeted funds for certain road improvement program (CIP) projects, hereinafter referred to as "the projects" and listed on Attachment I of the attached draft agreement, in specific areas now located within the city limits, and

WHEREAS, the county funds appropriated and remaining for the projects as of the city's incorporation is \$4,121,260 in 1995 dollars, and

WHEREAS, the county had been approved for state and federal funding for two of the projects, and

WHEREAS, in order for the city to obtain the federal and state funds remaining for the two projects, the county must transfer lead agency status for said projects to the city with the approval of state and federal funding agencies, and

WHEREAS, the county agrees to comply with the city's request for the transfer of lead agency status for said projects from the county to the city, and

WHEREAS, the county agrees to transfer to the city the county funds remaining for the projects, and

WHEREAS, the city agrees to use these funds for specific road improvement projects and for no other purpose, whereby such use may include the operation, maintenance, design, project management, project administration, and construction of road improvements, and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action:

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement, substantially in the form of the attached, with the city of Shoreline relating to the transfer of funds for capital improvement projects.

PASSED by a vote of 11 to 0 this 29th day of July, 1996.

METROPOLITAN KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hogue
Chair

ATTEST:

Elva Francis
Deputy Clerk of the Council

Attachments: An Interlocal Agreement between King County and the City of Shoreline Relating to the Transfer of Funds for Capital Improvement Projects

Attachment I: SHORELINE LEAD

Expenditures		LTD Budget	LTD Exp	Remaining	Comments	Current Status
Project #	Description					
100990	Dayton Ave N at Carlyle Hall Road	632,779	220,490	412,289	Fully Funded for design; ROW & construction partially funded; would require additional \$700K to fully fund current scope of work	Final Design
100991	15th Ave NE-NE 150th St to NE 165th Street	1,234,461	430,951	803,510	Funded for Design and ROW	Final Design; Design 95% complete
101694	3rd Ave NW-Richmond Beach Rd to NW 202nd St	4,043,579	187,418	3,856,161	Includes \$1 Million ISTE A grant and \$4,000 TIA Grant and additional funding needed to comply with federal requirements	On to need funding Intermediate Design
PATHWAYS						
C63118	NW 190th St-21st Ave NW to NW 22nd Ave NW	33,540	33,540	0	Budget for design ONLY	Dropped; Traffic Lead; question of whether to stripe
C63119	NW Innis Arden Way W Entrance of Shoreline CC to 10th Ave NW	72,114	72,114	0	Budget for design ONLY	Design Complete
SIGNALS						
	15th Ave NE at NE 165th St	200,000	0	200,000	Includes \$170,000 ISTE A grant and \$4,835 TIA Grant	Design effort has not started
TOTALS		6,216,473	944,513	5,271,960		

Revenue Sources		LTD Budget	LTD Exp	Remaining
Project #	Description			
	COUNTY ROAD FUNDS	987,638	866,378	4,121,260
101694& 15th Ave NE	TIA	58,835	10,465	48,370
101694& 15th Ave NE	ISTEA	1,170,000	67,670	1,102,330
TOTALS		6,216,473	944,513	5,271,960

9921

No. 163

Date 5/18/96

Ruth Ann Powell

Rev. 80

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY
OF SHORELINE RELATING TO THE TRANSFER OF FUNDS FOR CAPITAL
IMPROVEMENT PROJECTS**

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as "the County," and the City of Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as "the City."

WHEREAS, the City incorporated and commenced operations on August 31, 1995, and

WHEREAS, prior to the City's incorporation, King County had planned and had budgeted funds for certain road improvement projects (CIP), hereinafter referred to as "the Projects" and listed on Attachment I, and

WHEREAS, the County funds appropriated and remaining for the Projects as of the City's incorporation is \$4,121,260 in 1995 dollars, and

WHEREAS, the County had been approved for state funding (Transportation Improvement Account) and federal funding (Intermodal Surface Transportation Efficiency Act) for two of the projects listed on Attachment I, project #101694 and the signal project at 15th Avenue NE and NE 165th Street, and

WHEREAS, the federal funds remaining for project #101694 is \$932,330 and the state funds remaining for this project is \$43,535 in 1995 dollars, and

WHEREAS, the federal funds remaining for the signal project at 15th Avenue NE and NE 165th Street is \$170,000 and the state funds remaining for this project is \$4,835 in 1995 dollars, and

WHEREAS, the City requests the County to transfer the remaining County appropriated funds and any completed work for the Projects to the City, and

WHEREAS, the City requests the County to transfer lead agency status for project #101694 and the signal project at 15th Avenue NE and NE 165th Street to the City for the purpose of obtaining the remaining state and federal funding for these projects, and

WHEREAS, the County is willing to comply with the City's request for the transfer of County funds and completed work for the Projects to the City, and

9921

WHEREAS, the County is willing to comply with the City's request for the transfer of lead agency status for project #101694 and the signal project at 15th Avenue NE and NE 165th Street to the City,

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this agreement by the parties, the County shall transfer to the City the balance of County funds appropriated for the Projects listed on Attachment I for a total of \$4,121,260 in 1995 dollars.**
- 1.2 Upon execution of this agreement by both parties, the County shall apply to the state and federal funding agencies for a transfer of lead agency status to the City for project #101694 and the signal project at 15th Avenue NE and NE 165th Street.**
- 1.3 Upon the transfer of County appropriated funds for the projects to the City, the parties agree that these funds constitute all the funds to be provided to the City for the development and improvement of roadway purposes within the City. The County shall have no further commitment or obligation to support the Projects listed on Attachment I, except as expressly set forth herein.**
- 1.4 The County shall provide the City with any plans and specifications the County has developed for the Projects listed on Attachment I.**

2. CITY RESPONSIBILITIES

- 2.1 The City agrees to use the County funds transferred to it by the County for specific road improvement projects and for no other purpose. Such use may include operation, maintenance, design, project management, project administration, and construction of road improvements.**
- 2.2 The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs, improvements, and administration for any of the Projects selected for completion.**
- 2.3 Upon state and federal approval of the transfer of lead agency status from the County to the City for project #101694 and the signal project at 15th Avenue NE and NE 165th Street, the City shall opt to become a Certified Agency or contract only with a Certified Agency for the**

9921

purpose of administering completion of these projects. The City shall be solely responsible for complying with any other state and federal requirements for the obligation and use of grant funds for the completion of project #101694 and the signal project at 15th Avenue NE and NE 165th Street.

- 2.4 The City agrees to refund in full any County appropriated funds transferred for the Projects which are used for purposes not authorized by this Agreement plus interest at market value.
- 2.5 The City shall be responsible for following all applicable Federal, State and local laws, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process. The City further assures that if it does not have its own minority and women business enterprise (M/WBE) utilization program, that it will comply with the requirements of King County's M/WBE program as codified in K.C.C. 4.18. In addition to M/WBE utilization, the City assures that its contracting practices are consistent with the policies and procedures of fair employment and affirmative action as codified in K.C.C. 12.18 and K.C.C. 12.16.

3. DURATION

This agreement shall be effective upon execution by both parties, and shall continue in force until the funds to be transferred have been expended in accordance with the terms of this agreement, or until this agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

Washington state law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this agreement. No liability shall be attached to the City or County by reason of entering into this Agreement except as expressly provided herein.

5. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the City or the County at the requesting party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

9921**6. WAIVER OR AMENDMENTS**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement shall not be modified or amended except by an instrument, in writing, signed by the parties hereto.

7. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereof and any representations or understandings, whether oral or written, not incorporated herein are excluded.

8. CONTRACT ADMINISTRATION

8.1 The parties shall appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's and City's liaisons. Each party shall notify the other in writing of its designated representatives. Either party is authorized to call meetings with ten days written notice to the other.

8.2 Any problems which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the County Road Engineer.

9921

9. INVALID PROVISION

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement on the date last written below,

KING COUNTY

CITY OF SHORELINE

For GARY LOCKE
KING COUNTY EXECUTIVE


Richard Saunders
Interim City Manager

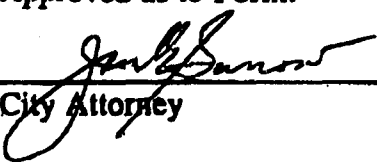
DATE

5/17/96
DATE

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney



Interim City Attorney

DATE

5/20/96
DATE