

June 9, 1997  
clerk 8/5/97, 9/22/97

Introduced By: Rob McKenna  
Louise Miller

Proposed No.: 97-483

MOTION NO. **10319**

1  
2  
3 A MOTION authorizing the county executive to  
4 enter into an interlocal agreement with the city  
5 of Duvall for the County to provide or perform  
6 improvements to Bruet Road and clarifying  
7 financial responsibility for the Novelty Bridge  
8 replacement project and the Bridge 1136A (Duvall  
9 Bridge) seismic retrofit project.  
10

11 WHEREAS, the city of Duvall and King County have agreed  
12 that they will work cooperatively toward accomplishment of a  
13 capital improvement project called "Novelty Bridge  
14 Replacement" and a seismic retrofit of Bridge 1136A, jointly  
15 owned by the city and the county, called the "Duvall Bridge  
16 Retrofit," and

17 WHEREAS, the county and the city further agree that it  
18 would be in the best interests of the taxpayers involved that  
19 a cooperative project to improve the shoulder area of Bruet  
20 Road to provide a walkway for pedestrians be undertaken, and

21 WHEREAS, the parties can achieve cost savings and  
22 benefits in the public's interest by sharing the cost of the  
23 Bruet Road project and by jointly supporting the two bridge  
24 projects (but without any financial or legal commitment by  
25 the city with regard to either bridge project),

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

3 The county executive is authorized to execute an  
4 interlocal agreement, substantially in the form of the  
5 attached, with the city of Duvall for the county to provide  
6 or perform improvements to Bruet Road for the city of Duvall  
7 and clarifying financial responsibility for the Novelty  
8 Bridge replacement project and the Bridge 1136A (Duvall  
9 Bridge) seismic retrofit project.

10 PASSED by a vote of 11 to 0 this 22ND day of  
11 September, 1997.

12 KING COUNTY COUNCIL  
13 KING COUNTY, WASHINGTON

14 Jane Hague  
15 Chair  
16

17 ATTEST:

18 Zimmer  
19 Clerk of the Council  
20

21 Attachments: An Interlocal Agreement between King County  
22 and the city of Duvall for Provision of Bruet  
23 Road Improvements

AN INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF DUVALL REGARDING  
IMPROVEMENTS TO BRUET ROAD

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THIS AGREEMENT made and entered into by and between the County of King, a governmental subdivision of the State of Washington, hereinafter called the "County," and the City of Duvall, hereinafter called the "City."

WITNESSETH

WHEREAS, the County and the City have agreed that they will work cooperatively toward accomplishment of a capital improvement project called "Novelty Bridge Replacement" and a seismic retrofit of Bridge 1136A, jointly owned by the City and the County, called the "Duvall Bridge Retrofit," and the City has not agreed to any financial responsibility or commitment for either bridge project, and

WHEREAS, the County and the City further agree that it would be in the best interests of the taxpayers involved that a cooperative project to improve the shoulder area of Bruet Road to provide a walkway for pedestrians be undertaken, and

WHEREAS, the parties can achieve cost savings and benefits in the public's interest by sharing the cost of the Bruet Road project and by jointly supporting the two bridge projects (but without any financial or legal commitment by the City with regard to either bridge project),

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows:

I. TERMS AND CONDITIONS

- A. The County shall remove existing vegetation and grade the shoulder from approximately 24+50 to 32+50 in preparation for the City to construct a walkway.
- B. In the western portion of the Project, at approximately station 20+00 to 21+50, the steep bank will be cut back and some large trees at the top of the slope removed.
- C. The removal and grading will be accomplished by County forces (maintenance crews).
- D. This work shall be completed by the end of July, 1997.
- E. The City shall be responsible for obtaining all materials and providing all labor to accomplish the work of constructing the asphalt walkways at these locations.
- F. The City and County shall each appoint a contact person to serve as liaison for the Project. The liaisons will meet on an "as needed" basis to provide guidance for the Project and shall serve as the coordination body on behalf of the two jurisdictions.
- G. Should any dispute occur which cannot be resolved by the liaisons, the Manager of the County's Road Services Division and the Mayor of the City shall be called upon to negotiate a resolution.

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H. The City agrees that closure of the Novelty Bridge during construction is essential to the success of the project and has participated with the County to define a mutually acceptable means to mitigate the expected traffic congestion within and approaching the City during construction of the Novelty Bridge Replacement.

I. The City has received and does concur with the County's proposed plan for constructing the Duvall Bridge Retrofit.

## II. COSTS OF THE PROJECT

- A. The County will be responsible for all costs associated with the site preparation as identified in paragraphs I.A. and I.B., not to exceed \$25,000.
- B. Any costs above that amount shall be the responsibility of the City upon notice by the County. The estimated costs are attached hereto as Exhibit "A." The County shall notify the City in advance of any anticipated cost overruns. The City can then approve the cost overruns and take financial responsibility or work with the County to change the scope of work to eliminate the overruns.
- C. The City will be responsible for all costs associated with the acquisition and placement of gravel, asphalt, and any curbing which may be deemed necessary to install the walkway as indicated in paragraph I.C.
- D. The County will be responsible for all costs associated with the Novelty Bridge Replacement and the Duvall Bridge Retrofit.

## III. DURATION/TERMINATION/AMENDMENTS

- A. This agreement will become effective upon the signing of this agreement by both parties, and will remain in effect until terminated by:
  - 1) 30 days' advance written notice by either party, or
  - 2) Completion of the Project.
- B. In the event of termination prior to completion of the Project, all direct and indirect phasing-out costs shall be paid by the party requesting termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the Project.
- C. This agreement contains the entire written agreement of the parties and supersedes all prior discussions. This agreement may be amended only in writing, signed by both parties.

IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the City and the County under the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year last written below.

KING COUNTY, WASHINGTON

CITY OF DUVALL

\_\_\_\_\_  
Director of Public Works  
King County Executive  
\_\_\_\_\_  
Date

*Ken Kuntz*  
\_\_\_\_\_  
City Manager  
*6-5-97*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested By: City Clerk

Approved As To Form:  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
  
\_\_\_\_\_  
Date

Approved As To Form:  
  
*[Signature]*  
\_\_\_\_\_  
City Attorney  
  
*6/5/97*  
\_\_\_\_\_  
Date