

April 17, 1998

Introduced By: ROB MCKENNA  
Greg Nickels

clerk 5/28/98

Proposed No.: 98-345

MOTION NO. **10487** ↓

1  
2 A MOTION authorizing the county executive to enter into an  
3 interlocal agreement with the city of Burien for the county to  
4 transfer to the city the balance of all county funds originally  
5 committed to Capital Improvement Program projects.  
6

7 WHEREAS, the city of Burien incorporated and commenced operation on February  
8 28, 1993, and

9 WHEREAS, the county had budgeted funds for certain road improvement projects  
10 prior to the city's incorporation, and

11 WHEREAS, the county may transfer the remaining balance of funds previously  
12 budgeted for the Capital Improvement Program projects pursuant to Chapter 39.34 RCW,  
13 the Interlocal Cooperation Act, and

14 WHEREAS, the city agrees to receive the funds and to use them for completion of  
15 transportation improvements in the city;

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

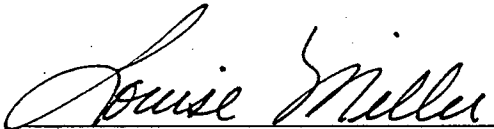
17 The county executive is authorized to execute an interlocal agreement, substantially  
18 in the form of the attached, with the city of Burien for the county to transfer to the city the  
19

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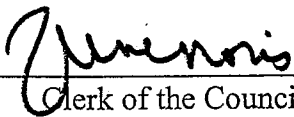
1  
2 balance of all county funds originally committed to the Capital Improvement Program  
3 projects prior to the city's incorporation.

4 PASSED by a vote of 13 to 0 this 29<sup>th</sup> day of June  
5 1998.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 Chair

10 ATTEST:

11   
12 Clerk of the Council

13 Attachments: Interlocal Agreement between King County and the city of Burien  
14

10487

**An Interlocal Agreement  
Between King County and the City of Burien**  
Relating to the Funding for Capital Improvement Program Projects

THIS IS AN 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 Burien, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

**I. RECITALS**

- A) The City of Burien incorporated and commenced operation on February 28, 1993.
- B) Prior to the City's incorporation, the County had budgeted funds for certain road improvement projects, as identified on Attachment 1, hereinafter referred to as the "Projects".
- C) By Interlocal Agreement, the County previously transferred the balance of Project #302091, 1<sup>st</sup> Avenue South at South 128<sup>th</sup> Street, in the amount of \$475,196, to the City of Burien for the purpose of removing the three underground storage tanks, and other costs related to tank removal and environmental cleanup and remediation, with any remaining balance of the transferred funds to be used only for street improvement purposes.
- D) Pursuant to RCW 39.34, the Interlocal Cooperation Act, the County will transfer the remaining balance of funds previously budgeted for the Projects to the City, or \$568,944, as detailed in Attachment 1.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

**II. COUNTY RESPONSIBILITIES**

- 1. Within ninety (90) days of the execution of this agreement by the parties, King County shall transfer to the City the balance of all County funds originally committed to the Projects, shown on Attachment 1. Such funds shall be used exclusively for transportation improvements in the City.
- 2. The parties acknowledge that the funds listed in Attachment 1 constitute all County funds agreed to be provided for the development and improvement of roadway purposes within the City. The County makes no commitment to support the Projects described herein and assumes no obligation for further support of the Projects, except as expressly set forth herein.
- 3. The County shall make available to the City any design, plans and specifications developed for Projects 300191, 300791, 301092, and 301491.

**III. CITY RESPONSIBILITIES**

- 1. Upon the execution of this agreement by both parties, the City agrees to receive the funds and to use them for completion of transportation improvements in the City.
- 2. The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs, improvements, and for administration for any of the transportation improvements selected for completion.

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#### IV. USE OF FUNDS

1. The City agrees to use the funds transferred by the County for transportation improvements, and for no other purpose. Such use may include operation, maintenance, design, project management, project administration, and construction purposes.

2. The City agrees to refund in full any King County funds transferred for the Projects and used for purposes not authorized by this agreement plus interest at market value.

#### V. 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.

#### VI. 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 contract.

#### VII. AUDITS AND INSPECTIONS

In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

#### VIII. WAIVER AND 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. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

#### IX. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof and any oral representations or understandings not incorporated herein are excluded. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

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**X. RELATIONSHIP OF THE PARTIES**

1. The intent of the parties is that the City shall serve as manager and administrator for the development of transportation improvements within the City. The County will provide limited funds only, as described in Section II above, to assist in the development of the transportation improvements.

2. 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.

**XI. INVALID PROVISION**

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT 1

CITY OF BURIEN  
CIP PROJECT SUMMARY

		Life to Date Budget	Expenditures as of 12/31/94
300191	S. 152 <sup>nd</sup> Street - 1 <sup>st</sup> Ave. S. to Des Moines Way	\$296,007	\$17,723
300791	4 <sup>th</sup> Ave. SW - SW 128 <sup>th</sup> to SW 136 <sup>th</sup> Street	\$349,648	\$323,311
301092	8 <sup>th</sup> Ave. SW - SW 160 <sup>th</sup> to SW 163 <sup>rd</sup> Street	\$42,516	\$15,835
301491	4 <sup>th</sup> Ave. SW - SW 152 <sup>nd</sup> to SW 160 <sup>th</sup> Street	\$347,520	\$109,878
	<b>Subtotal</b>	<b>\$1,035,691</b>	<b>\$466,747</b>