



Signature Report

February 21, 2001

Motion 11119

Proposed No. 2001-0136.1

Sponsors Vance

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement with the city of Kent regarding
3 improvements to Southeast 208th Street.
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6 WHEREAS, The city of Kent (the city) and King County have both identified the
7 need for road improvements on Southeast 208th Street from 96th Way South to 100th
8 Avenue Southeast (the project) to improve vehicular safety, and

9 WHEREAS, The project will construct a continuous two-way left-turn lane on
10 Southeast 208th Street between 96th Way South and 100th Avenue Southeast. New curb,
11 gutter and five-foot wide sidewalks are proposed in the widened area. Rock facing and
12 structural walls will be utilized to avoid impacting adjacent properties, and

13 WHEREAS, part of the project is in unincorporated King County ("county") and
14 part of the project is in the city, and

15 WHEREAS, it is in the best interest of the county and the city to establish a lead
16 agency to manage the project and to provide for the design, environmental review,
17 property acquisition and construction of the project, and

18 WHEREAS, the county and the city are authorized to enter into an interlocal
19 cooperative agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act;

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

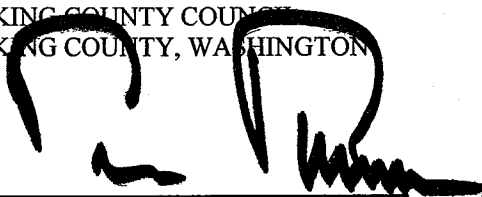
21 The King County executive is hereby authorized to execute, substantially in the
22 form attached to this motion, an interlocal agreement with the city of Kent related to the
23 improvements to Southeast 208th Street from 96th Way South to 100th Avenue
24 Southeast.

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Motion 11119 was introduced on 2/12/01 and passed by the Metropolitan King County Council on 2/20/01, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement between King County and City of Kent regarding the Improvements to Southeast 208th Street-Left Turn Lane

INTERLOCAL AGREEMENT 2001 136
BETWEEN KING COUNTY AND CITY OF KENT
REGARDING THE IMPROVEMENTS TO
SOUTHEAST 208TH STREET – LEFT TURN LANES

11119

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington, hereinafter sometimes called the "County", and the City of Kent, hereinafter sometimes called the "City". This Agreement is made for the purpose of performing design, acquiring necessary property, and constructing improvements to Southeast 208th Street from 96th Way South to 100th Avenue Southeast ("the Project").

RECITALS

- A. Part of the Project is in unincorporated King County and part of the Project is within the City of Kent.
- B. The City of Kent and King County have both identified the need for road improvements on Southeast 208th Street from 96th Way South to 100th Avenue Southeast to improve vehicular safety.
- C. It is in the best interest of the County and the City to establish a lead agency to manage this Project and to provide for the design, environmental review, property acquisition and construction of the Project.

- 2.2. The County shall be responsible for the advertisement for and selection of engineering and other design consultants as necessary for the completion of the engineering design.

- 2.3. The County shall be responsible for coordinating the public information and involvement. The City shall be given the opportunity to attend and participate in any public meetings.

- 2.4. The City shall provide to the County the necessary permits for the construction of that portion of the Project within the City's jurisdiction. That portion of 98th Place South within the City's jurisdiction shall comply with the City's standards and regulations.

- 2.5. The parties to this Agreement shall appoint a contact person or persons to act as a liaison for the Project. These contact persons will meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.

- 2.6. The County will provide 70% and 90% plans and specifications to the City for review. The City will provide written comments, if any, to the County within fourteen days after the City receives the plans and specifications.

- 3.3. The County will provide to the City a copy of the plans and specifications advertised for bid.
- 3.4. The County will open the bids. The County will notify the City of the time and date of the opening of the bids, which is typically three weeks after the Project is advertised. The City may, but need not, attend the opening of the bids.
- 3.5. The County will tabulate the bids. The County shall provide a dated, verified copy of the bid tabulations to the City. The bid tabulations will identify the estimated construction, inspection and overhead cost, based upon the lowest responsible bid.
- 3.6. The County shall award the contract to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

4.3. The County will at all times keep the City advised as to the progress of the Project, and shall not order or approve any changes in the approved Project design that substantially change the nature of the Project without first consulting the City. The County Road Engineer will have the authority to determine whether any changes will be implemented.

4.4. Prior to Project completion, both parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five working days after the final inspection. The contractor will complete only construction deficiencies that comply with the contract specifications. Final Project acceptance will be by the County Road Engineer.

5. PAYMENT

5.1. The City will pay the County \$95,000 as the City's share of the costs of the Project. The City will pay said \$95,000 to the County in a lump sum no later than February 28, 2001.

5.2. In addition to the foregoing lump sum, the City will pay the County for any City requested construction changes for which the City is financially responsible no later than 30 days after the City receives the County's bill.

7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1. Each party hereto agrees to indemnify and hold harmless the other party, and its officials, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officials, agents or employees in the performance of this Agreement.
- 7.2. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 7.3. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

- 9.4. Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 9.5. 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.
- 9.6. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 9.7. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 9.8. This Agreement may be amended only by an instrument in writing, duly executed by both parties.