



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 18, 2000

Motion 10913

Proposed No. 2000-0213.2

Sponsors von Reichbauer

1 — A MOTION authorizing the county executive to enter into
2 an interlocal agreement with the city of Des Moines for the
3 county to transfer to the city the remaining county
4 appropriated funds relating to a capital improvement project.

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6
7 WHEREAS, the city of Des Moines ("city") annexed the area known as
8 Woodmont-Redondo on January 1, 1997, and

9 WHEREAS, before the city's annexation, King County ("county") had planned
10 and budgeted funds for certain road improvement project (CIP #500696), hereinafter
11 referred to as "the project," and

12 WHEREAS, the city requests the county to transfer the remaining county
13 appropriated funds and any completed work for the project to the city, and

14 WHEREAS, the county is willing to comply with the city's request for the transfer
15 of county funds and any completed work for the project to the city, because it is in the
16 public's interest for the project to be constructed, and

17 WHEREAS the county may transfer the remaining balance of funds previously
18 budgeted for the project under chapter 39.34 RCW, the Interlocal Cooperation Act, and

19 WHEREAS, the city agrees to receive the funds and to use them for completion
20 of the project;

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

22 The county executive is authorized to execute an interlocal agreement with the
23 city of Des Moines for the county to transfer to the city remaining county appropriated
24 funds and any completed work for the project. The interlocal agreement shall be
25 substantially in the form attached except that the words "in 1997 dollars" shall be deleted

26 wherever they appear.

27

Motion 10913 was introduced on 3/13/00 and passed by the Metropolitan King County Council on 4/17/00, by the following vote:

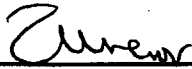
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. An Interlocal Agreement Between King County and the City of Des Moines Relating to the Transfer of Funds for a Capital Improvement Project

10913

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY
OF DES MOINES RELATING TO THE TRANSFER OF FUNDS FOR A
CAPITAL IMPROVEMENT PROJECT**

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 Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "the City."

WHEREAS, the City annexed the area known as Woodmont-Redondo on January 1, 1997, and

WHEREAS, prior to the City's annexation, King County had planned and had budgeted funds for a certain road improvement project (CIP #500696), hereinafter referred to as "the Project", (as described in Attachment 1) and

WHEREAS, the County funds appropriated and remaining for the Project as of the City's annexation is \$355,467.65 in 1997 dollars, and

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

WHEREAS, the County is willing to comply with the City's request for the transfer of County funds and completed work for the Project to the City, because it is in the public interest for the Project to be constructed.

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 Project for a total of \$355,467.65 in 1997 dollars.
- 1.2 Upon the transfer of County appropriated funds for the Project 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 for this particular project within the City. The County shall have no further commitment or obligation to support the Project, except as expressly set forth herein.

- 1.3 The County shall provide the City with any plans, surveys and specifications the County has developed for the Project.

2. CITY RESPONSIBILITIES

- 2.1 The City agrees to use the County funds transferred to it by the County for the Project and for no other purpose. Such use may include design, right of way acquisition, project management, project administration, and construction of road improvements.
- 2.2 The City may at its discretion modify the project to meet the City's Street Development Standards and/or modify the project limits to within the constraint of the project budget.
- 2.3 The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs, improvements, and administration for the Project.
- 2.4 The City agrees to refund in full any County appropriated funds transferred for the Project 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 King County 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.

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 injuries to persons or death 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 Agreement 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.

6. WAIVER OR AMENDMENTS

Waiver of any breach of any term of 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. AGREEMENT ADMINISTRATION

8.1 The parties shall appoint representatives to review the parties' performance of their obligations under this Agreement 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.

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 DES MOINES

For RON SIMS
KING COUNTY EXECUTIVE

[Signature]
CITY MANAGER

DATE

9/10/99
DATE

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

[Signature]
City Attorney

DATE

September 10, 1999
DATE

10913

ATTACHMENT I

CIP #500696 -
16th Avenue S. (S. 260th St. to SR-99)

Scope of Work:

Provide one to four feet of additional asphalt paving along shoulders and construct 5-foot asphalt paved sidewalks separated from the roadway.

Appropriated funds remaining for this project at the time of annexation of the area to the City: \$355,467.65.