



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 19, 2001

Motion 11222

Proposed No. 2001-0304.1

Sponsors Irons

1 A MOTION authorizing the county executive to enter into
2 a joint cooperative agreement with the city of Issaquah
3 relating to the funding of the North link of the South
4 Plateau Access Road (SPAR).

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 WHEREAS, in 1996, King County, the city of Issaquah, the Grand Ridge Limited
Partnership and the Glacier Ridge Limited Partnership (collectively the “partnership”)
entered into the Grand Ridge Joint Agreement to cooperatively plan for appropriate land
uses and infrastructure in the Grand Ridge area; and

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 WHEREAS, the transportation improvements necessary for the development of
the Grand Ridge area are addressed in a separate agreement entered into by the same
parties, the Master Transportation Financing Agreement (MTFA), which is attached as
Appendix F to the Grand Ridge Agreement, and

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 WHEREAS, in the MTFA, the county, the city and the partnership agreed to their
fair share traffic impacts by segmenting and allocating to individual parties different
portions of the transportation improvements, and

18 WHEREAS, under the MTFA, King County is responsible for the construction of
19 the South Plateau Access Road – North Segment (North SPAR), and

20 WHEREAS, in the case of annexation by the city of the surrounding area, Section
21 4.3 of the MTFA requires the city to share costs associated with county roadway
22 improvements that are critical for Grand Ridge concurrency in that annexation area, and

23 WHEREAS, in 1999, the city successfully completed the North Issaquah
24 Annexation and agreed to negotiate a cost sharing agreement with the county for the
25 North SPAR project which is located in the annexation area, and

26 WHEREAS, the city has agreed to contribute seven million dollars to the North
27 SPAR project;

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

29 The county executive is authorized to execute an interlocal agreement,

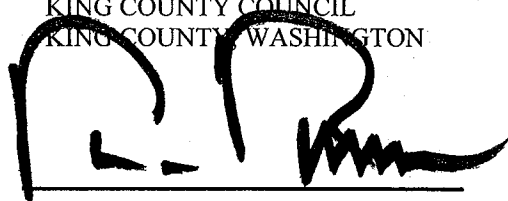
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30 substantially in the form of Attachment A to this motion, with the city of Issaquah setting
31 forth the terms of the city's seven-million-dollar cost share for the North SPAR project.
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Motion 11222 was introduced on 6/4/01 and passed by the Metropolitan King County Council on 6/18/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 2 - Mr. Phillips and Mr. Pelz

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 the City of Issaquah Concerning the Design and Construction of the North Link of the Sammamish Plateau Access Road (SPAR)

INTERLOCAL AGREEMENT

BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH CONCERNING THE DESIGN AND CONSTRUCTION OF THE NORTH LINK OF THE SAMMAMISH PLATEAU ACCESS ROAD (SPAR)

THIS AGREEMENT is entered into between King County (referred to herein as “the County”) and the City of Issaquah (referred to herein as “the City”) for the purpose of constructing the North Link of the Sammamish Plateau Access Road (“North SPAR”) and associated road and transit improvements.

RECITALS

- A. King County and the City of Issaquah have identified the North SPAR and the associated road and transit improvements as critical to the regional transportation system serving both the unincorporated areas of King County and the City of Issaquah. The improvements will also serve other incorporated areas, including but not limited to, the City of Sammamish.
- B. In June, 1996, King County, the City of Issaquah, the Grand Ridge Limited Partnership and the Glacier Ridge Limited Partnership entered into the Grand Ridge Joint Agreement which considered the annexation of the Grand Ridge Development into the City of Issaquah and addressed the phasing of development contingent upon completion of identified transportation improvements, including the construction of the North SPAR.
- C. Also in June, 1996, King County, the City of Issaquah, the Grand Ridge Limited Partnership, the Glacier Ridge Limited Partnership and the Sunset Interchange Foundation entered into the Master Transportation Financing Agreement (“MTFA”) establishing each party’s responsibilities for construction or contribution of funds for necessary Transportation Improvements described in the MTFA, including the North SPAR.
- D. In the case of annexation by Issaquah of areas of urban unincorporated King County outside of the Grand Ridge Annexation Agreement, Section 4.3 of the MTFA requires the City to execute a cost sharing agreement with King County for roadway capacity improvements that are critical for Grand Ridge concurrency and are located in the annexation area.
- E. The City of Issaquah annexed areas of the Sammamish Plateau on February 28, 2000. Such annexation triggers requirements for an interlocal agreement between the City and the County as set forth in the provisions of the Grand Ridge Joint Agreement and the MTFA for the construction of the North SPAR.
- F. In August, 1999, prior to the annexation of the area described as the North Issaquah Annexation Area as shown on the map attached to this Agreement as **Exhibit 1** and hereby incorporated herein, King County and the City of Issaquah agreed to enter into an

interlocal agreement setting forth the terms, conditions and amount of the City's cost share contribution to the North SPAR project.

- G. King County has, as Lead Agency, undertaken preliminary design and environmental analysis for the North SPAR and other alternatives in accordance with the State Environmental Policy Act.
- H. King County issued a Final Environmental Impact Statement for the North SPAR in December, 1998, that identified alternative 1A as the Preferred Alternative. The County selected the Preferred Alternative for design and construction and has since begun property acquisition and preparation of construction plans for the Project.
- I. The North SPAR and associated road and transit improvements are located in both the City of Issaquah and unincorporated areas of King County.
- J. 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.
- K. The County and the City are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal agreement for the cooperative completion of this Project.

NOW, THEREFORE, the County and the City agree as follows:

1. PURPOSE

The purpose of this Agreement is to:

- 1.1 Establish King County as the Lead Agency with all duties and responsibilities attendant thereto.
- 1.2 Establish Project limits for the design, property acquisition, and construction of the improvements.
- 1.3 Establish the terms of cost sharing between King County and the City of Issaquah for the design and construction of the Project.
- 1.4 Establish a general schedule for the construction of the Project with acknowledgment that a force majeure may cause an alteration of the apparent schedule.
- 1.5 Establish the City of Issaquah as the single permitting agency for the Project.

2. DEFINITIONS

- 2.1 “Project” means preparation of plans and specifications, property acquisition, including, but not limited to, appraisal and negotiations, construction, construction inspection and other miscellaneous administrative duties consistent with overseeing the design and construction of the North SPAR and associated roadway and transit improvements identified in the North SPAR Design Report issued in March 2000. Such improvements include but are not limited to:
 - 2.1.1 A new multi-lane arterial roadway with curb, gutter, bicycle and pedestrian improvements from the intersection of Issaquah-Fall City Road and Issaquah Pine Lake Road south to the northern boundary of the Issaquah Highlands Development property. The Project location and alignment is shown on the map attached to this Agreement as **Exhibit 2** and incorporated herein.
 - 2.1.2 Realignment of a five lane Issaquah Fall City Road between Black Nugget Road Southeast and Issaquah Pine Lake Road.
 - 2.1.3 Reconstruction of Southeast 58th Street, Black Nugget Road Southeast, Southeast 59th Street and other adjoining public and private roadways and driveways.
 - 2.1.4 Transit related improvements necessary for the construction of a park-and-ride facility adjoining the roadway improvements at a location to be determined along the roadway.
 - 2.1.5 Drainage, illumination, turn-lane channelization, landscaping, walls, bridges, environmental mitigation and other improvements consistent with County Road Design Standards.
- 2.2 “Force Majeure” is defined as extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of right of way, or other necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond the reasonable control of any of the parties.
- 2.3 “Lead Agency” means the entity responsible for design, environmental review, property acquisition and construction management of the North SPAR project and related transit improvements.

3. TERMS AND CONDITIONS

- 3.1 The County shall be the Lead Agency for the Project.

- 3.2 The Lead Agency shall be responsible for obtaining the necessary property, the design, engineering, grant funding administrative and clerical services, permitting, and all other matters necessary for the execution of the Project. In providing such services for the portion of the Project within the City, the County Road Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.
- 3.3 The Lead Agency shall perform its design, engineering, and administration services for the Project in accordance with King County Road Standards and the City of Issaquah Road Standards and shall notify the City of any deviations. Any conflict between the two standards shall be resolved by a variance to one or both standards, which is mutually agreeable to the County and the City. Notwithstanding any language to the contrary in this Agreement, the City and County shall be responsible for processing their own road variances. Should the City and the County be unable to reach agreement on a variance to one or both standards, the parties agree to implement the dispute resolution process as described in Section 7 of this Agreement.
- 3.4 The County shall act as responsible lead agency for SEPA review as allowed under WAC 197-11-922, et seq.
- 3.5 Additional improvements for a Park and Ride facility in or nearby the Project is contingent upon the City and the County entering into a separate written agreement with the Partnership as set forth and agreed to in Appendix E of the 1996 Grand Ridge Joint Agreement signed by all the parties.
- 3.6 The City agrees to the legal right-of-way establishment by the County for those portions of the Project within the City limits.
- 3.7 In addition to processing Project applications within the City, the City shall act on the County's behalf in reviewing and issuing permits for the portions of the Project located in unincorporated King County. The City's review of unincorporated area Project applications shall be pursuant to all applicable King County Code requirements, including but not limited to King County Code Titles 16 and 21A.
- 3.7.1 Not less than ten working days prior to issuing application approval for any portion of the Project located within unincorporated King County, the City shall provide the County with written notice of its proposed approval conditions. If the County advises the City in writing that changes to the proposed City approval conditions are necessary to comply with applicable County Code requirements, the City agrees to incorporate such changes into its final decision.
- 3.7.2 Any appeal of County permits issued by the City pursuant to this Agreement shall be processed and heard by the City pursuant to the County's administrative appeal procedures. Provided that the County shall provide technical assistance and staff support to the City regarding King County's development standards and procedures.

- 3.7.3 The City agrees to staff such appeals and explain the reasons for the decision being appealed.
- 3.8 The County may request revisions to permit conditions for the Project if conditions encountered during construction warrant. Such revision requests shall be processed by the City, with any associated appeals processed in accordance with Section 3.7 above.
- 3.9 The County will have final acceptance of the design and construction of the Project after review and approval by the City. Subsequent to Project completion, but prior to acceptance from the contractor, both agencies shall perform a mutual “walk-through” inspection of the completed facility to ensure themselves that it has been constructed in compliance with the intent of the plans, specifications and any change orders. A letter from the City acknowledging such compliance (or punch list, if necessary) shall be sent to the Lead Agency within thirty days of the “walk-through”.
- 3.10 Final Project acceptance following construction will be by the County Road Engineer. Upon certification by the County Road Engineer, the project engineer will turn the portions of the project that are within the City over to the City. At turnover, the City will accept all portions of the Project that are within the City as part of the City street system and have sole responsibility for the operation, safety and maintenance of the Project within the City, together with all property and easements whether located within the road right of way or off the road right-of-way, including, but not limited to, drainage facilities, pond tracts, environmental mitigation sites, street lights, landscaping, retaining walls, traffic signals and traffic signs. The City will be solely responsible for compliance with all permit conditions related thereto including, but not limited to, environmental monitoring.
- 3.11 For the portion of the Project that is in unincorporated King County, the County will pursue a minor revision to the Urban Growth Boundary (“UGB”) that would place such portion of the Project within the UGB. If the County is successful, within one year the City shall annex that portion of the Project into the city limits.
- 3.12 The Project’s drainage system shall be designed to meet the standards found in the King County’s 1998 Surface Water Design Manual, which standards meet or exceed those of the City. The King County Department of Natural Resources shall review all stormwater improvement plans for the Project prior to construction.
- 3.13 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 on the Project and serve as a coordination body between the parties.
- 3.14 The City shall enact any ordinance(s) and provide all appropriate written delegations of authority that may be necessary for the County to lawfully carry out the terms of this Agreement.

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- 3.15 The City shall be invited to the engineering coordination review meetings for the Project at the following Project phases: design report, 70% and 90% plans and specification points. The County will provide a minimum of two copies of all draft environmental studies, design reports, and 70% and 90% plans and specifications for City review at least 7 days prior to all meetings. The City will provide written comments, if any, to the County no later than 10 days after the coordination meeting date.
- 3.16 The County shall not order or approve any changes in the approved Project design, which substantially changes the nature of said Project without first consulting with and obtaining approval from the City.
 - 3.16.1 In the event that the City and the County are unable to reach agreement regarding the Project plans, the dispute resolution process as set forth in Section 7 of this Agreement shall be implemented.
 - 3.16.2 Financial updates on the Project expenditures shall be provided by the County to the City on a quarterly basis.
- 3.17 The County shall establish the schedule for the Project in coordination with the City consistent with the MTFA and any federal or state grants application timelines. The schedule shall be reviewed and approved by both the City and the County on a quarterly basis or as requested by either agency. A schedule for the project is included in **Exhibit 3** of this agreement. The County shall commence construction of the North SPAR as expeditiously as possible after construction contracts are executed for the Sunset Interchange Segment, subject to force majeure, as set forth in the MTFA.
- 3.18 The County shall be responsible for coordinating the public information and involvement process and shall meet with the City to develop the Public Involvement Plan. The City shall be given the opportunity to attend and participate in any public meetings.
- 3.19 The Lead Agency shall be responsible for the acquisition of all property and easements necessary for the Project. The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property and easements that lie within the City. Through the execution of this Agreement, the City authorizes the County to exercise eminent domain within the corporate limits of the City, as needed. The County shall furnish the City with all necessary legal property descriptions for any property or easements requiring action by the City. Cost of litigation and judgment shall be considered eligible Project costs. Title to all property and easements that are located within the City shall be in the City.
- 3.20 The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project.
- 3.21 All new and relocated utilities shall be installed at the utility's expense.

- 3.22 The City agrees to allow the use of the abandoned Issaquah-Fall City roadway for staging, other project improvements and transit improvements should a Park and Ride facility be located there.

4. FINANCIAL ARRANGEMENTS

- 4.1 The King County 1999-2004 Capital Improvement Program Budget established the cost of the Project at \$21.037 million. Pursuant to Section 4.3 of the MTFAs which directs the City and the County to enter into a cost sharing arrangement for County roadway capacity improvements included in annexation areas, the City and the County agree that, due to the City's annexation of the area known as the North Issaquah Annexation Area, Issaquah will contribute a total of \$7 million to the design and construction cost of the Project.
- 4.2 Special design features or extra mitigation beyond the scope of the Project as defined in the North SPAR Design Report shall be the responsibility of the requesting agency and are in addition to the cost share set forth in Section 4.1 of this Agreement unless mutually agreed to by both parties in writing. The Lead Agency shall have final approval of requests for design changes.
- 4.3 Should additional regulatory requirements add additional costs to the Project, the parties agree that said costs shall be shared equally and are in addition to the cost share set forth in Section 4.1 of Agreement.
- 4.4 The Transportation Improvement Board (TIA) grant acquired by the County shall be appropriated to the Project to cover Project costs.
- 4.5 Fees for SEPA mitigation collected by the County from developers for transportation impacts related to the Project shall be appropriated to the Project for use in meeting Project costs.
- 4.6 Revenues arising from the resale of surplus property acquired for the Project shall be appropriated to the Project for use in meeting the Project costs.
- 4.7 The City agrees to contribute to the cost of the Project as follows:
- 4.7.1 The City shall contribute to the cost of the Project by making twenty annual payments of \$350,000 to the County. The City shall make the annual payment of \$350,000 to the County on July 1 of each year beginning in 2002.
- 4.7.2 Any additional Project costs which result from the imposition of additional regulatory requirements on the Project shall be shared equally by the City and the County.
- 4.7.2.1 The County Executive and the Mayor of Issaquah are hereby authorized to enter into an agreement setting forth the schedule on which the City will pay its one half share of all costs arising from additional regulatory requirements.

4.7.2.2 The City's share of the cost of additional regulatory requirements may be added to the City's twenty annual contributions to the Project cost and will be spread equally over the twenty-year period.

4.8 Any additional Project costs which result from City directed change orders shall be paid by the City at the time such costs are incurred.

4.9 In lieu of the obligation to make annual contributions as set forth in Paragraph 4.7.1, the City, at its sole option, may elect to pay to the County a single \$7 million contribution at a time or times agreed to in writing by the County Executive and the Mayor of Issaquah prior to the beginning of construction of the Project by the County.

4.9.1 The County will invoice the City on a payment schedule agreed to by the parties. The City will pay on the invoice within 30 days of its receipt.

4.10 At the conclusion of the Project, the County will prepare a final reconciliation of the Project costs and transmit it to the City.

5. DURATION

5.1 This Agreement shall remain in effect until all of its obligations have been performed or it is terminated.

5.2 This Agreement may be terminated only upon agreement of the parties by a duly executed amendment to this Agreement.

5.3 Any amendment that terminates this agreement shall provide, among other things, the following:

5.3.1 The party requesting termination shall pay all direct and indirect costs and damages associated with actions terminating the Agreement.

5.3.2 Termination costs payable shall not exceed the actual costs and damages incurred as a result of termination of the Project.

5.3.3 The other party shall be released from any obligation to provide further services pursuant to the Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1 Each party hereto agrees to indemnify and hold harmless the other party, and its officials, officers, 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, officers, agents or employees in the performance of this Agreement.

- 6.2 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.
- 6.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event related to or arising out of the parties' performance of their obligations under this Agreement.

7. DISPUTE RESOLUTION

- 7.1 In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, either party may request, in writing, a meeting between the Manager of the King County Road Services Division and the City Public Works Director to discuss and resolve the matter. If the matter still is not resolved, the King County Executive, after conferring with the Mayor of Issaquah, shall have final decision authority on any matters that cannot be resolved through said discussions.
- 7.2 The King County Executive and the Mayor of Issaquah may agree, in writing, to use another dispute resolution process.

8. OTHER PROVISIONS

- 8.1 The County shall be deemed an independent contractor for all purposes and the employees of the County, or any of its contractors, subcontractors and their employees, shall not in any manner be deemed to be employees or agents of the City.
- 8.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any person or entity not a signatory to this Agreement.
- 8.3 Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.4 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

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8.5 This Agreement may be periodically clarified by the County Road Engineer and the City Director of Public Works in the form of a countersigned letter. Such clarifications shall not compromise the basic intent to construct the Project as presently scoped.

8.6 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 as of the date last written below.

KING COUNTY

CITY OF ISSAQUAH

King County Executive

Mayor

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

City of Sammamish

Providence Point

Hans Jensen

Lake Sammamish

Approx. S.E. 46th

Modified Annexation Area Boundaries

Lake Sammamish State Park

S.E. 48th Street Neighborhood

Overdale

Freegard

City of Issaquah

212th Way S

228th Ave SE

SE 43rd Way

East Plateau Trail

SE Klaskanine Blvd

Sammamish Dr SE

Issaquah Fall City Rd

NW Sammamish

SE 53rd St

SE 55th St

SE 58th St

Renton Rd

12th Ave NW

NW Gilman Blvd

Issaquah Fall City Rd

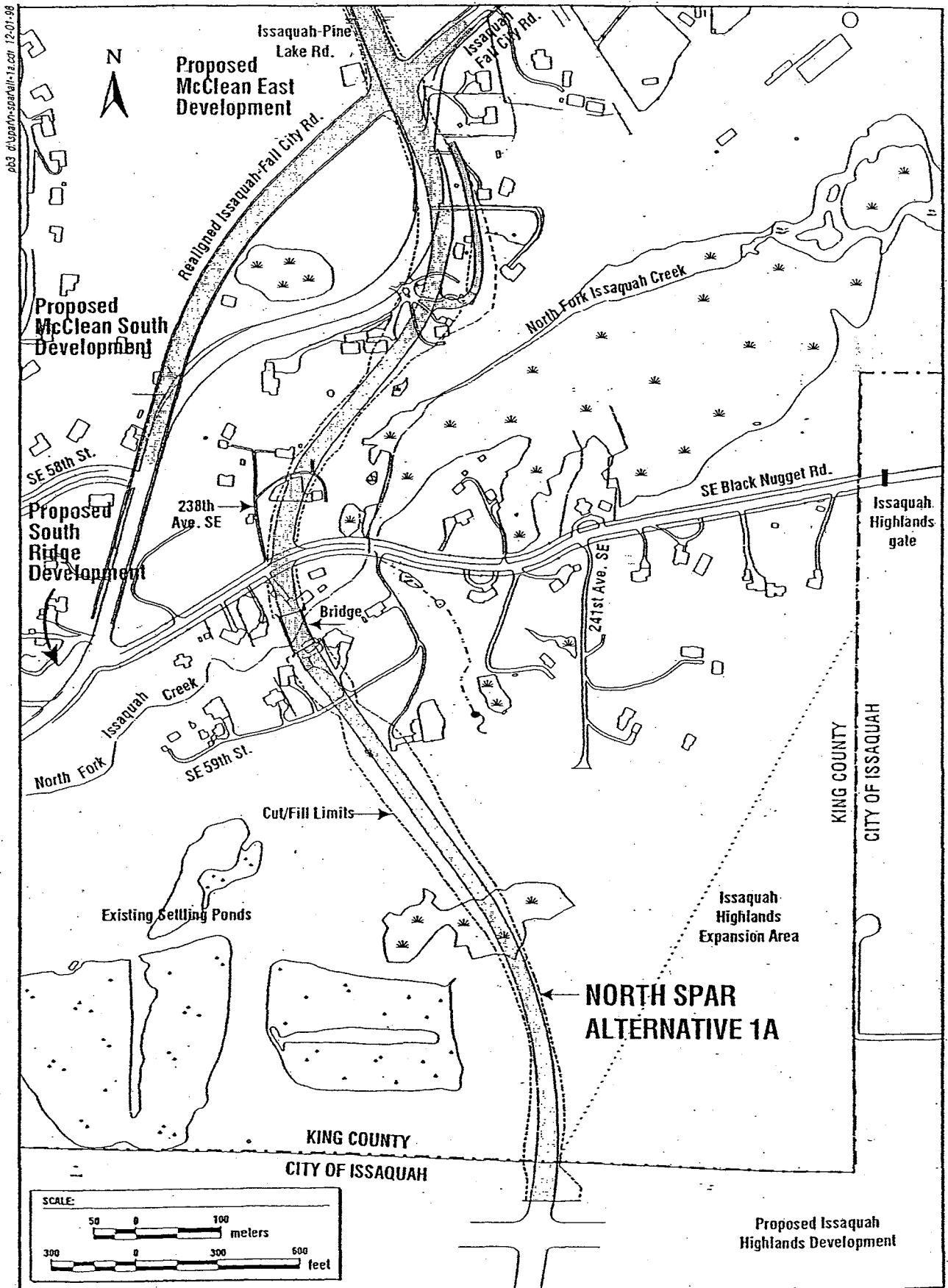
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EXHIBIT 1

NORTH ISSAQUAH ANNEXATION AREA MAP

EXHIBIT 2



Proposed Alignment
Design Report
North Sammamish Plateau Access Road
FIGURE 3

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EXHIBIT 2

PROJECT MAP

EXHIBIT 3

Project Schedule

- **Advertise for Construction Bids:** Dec. 2001
- **Award Contract:** March 2002
- **Construction Start:** May 2002
- **Open for Traffic:** March 2003