



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19895

Proposed No. 2024-0263.2

Sponsors Dunn

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement with the city of Kent for
3 the inspection and maintenance of the Rock Creek Bridge.

4 **STATEMENT OF FACTS:**

- 5 1. The city of Kent has completed the construction of the Rock Creek
- 6 Bridge, Kent-21 ("the bridge").
- 7 2. The Bridge is located over Rock Creek at Southeast Summit Landsburg
- 8 Road, placing approximately three-quarters of the bridge in the political
- 9 boundaries of the city of Kent and the remaining one-quarter in
- 10 unincorporated King County.
- 11 3. King County and the city of Kent are required to maintain the bridge by
- 12 performing bridge inspections and minor repairs to address conditions
- 13 identified during the inspections. To preserve the structural integrity of
- 14 the bridge, major repairs will sometimes be required.
- 15 4. It is in the best interest of King County and the city of Kent to work
- 16 cooperatively and delineate responsibilities by each agency to ensure the
- 17 continued safe operation of the bridge through inspections, minor repairs,
- 18 and major repairs.
- 19 5. King County and the city of Kent are municipal corporations under the
- 20 laws of the State of Washington and are entitled to utilize chapter 39.34

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21 RCW to enter into an interlocal agreement to mutually carry out statutory
22 duties.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 SECTION 1. The executive is hereby authorized to execute an interlocal
25 agreement with the city of Kent for the inspection and maintenance of the Rock Creek

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- 26 Bridge, Kent-21, located partially in King County and partially in the city of Kent,
27 substantially in the form of Attachment A to this ordinance.

Ordinance 19895 was introduced on 10/22/2024 and passed by the Metropolitan King County Council on 3/4/2025, by the following vote:


Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn,
von Reichbauer and Zahilay
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 3/7/2025, _____.

Signed by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Interlocal Agreement Regarding Project to Inspect, Maintain, and Repair the Rock Creek Bridge (Bridge #Kent-21), Revised January 14, 2025

INTERLOCAL AGREEMENT REGARDING PROJECT TO INSPECT, MAINTAIN AND REPAIR
THE ROCK CREEK BRIDGE (BRIDGE #KENT-21)

This INTERLOCAL AGREEMENT (“ILA”) is made by and between King County (the "County") and the City of Kent, a municipal corporation of the State of Washington (the “City”). Together the County and the City are sometimes referred to herein as the “Parties” and individually as a “Party”.

RECITALS

1. The Rock Creek Bridge is located over Rock Creek at S.E. Summit Landsburg Road, placing approximately three-quarters of the bridge in the political boundaries of the City and the remaining one-quarter in unincorporated King County as shown in Exhibit 1.
2. The Parties are required to maintain Rock Creek Bridge by performing bridge inspections, and minor repairs to address conditions identified during the inspections. To preserve the structural integrity of the Rock Creek Bridge, major repairs will sometimes be required.
3. The Parties share an interest in ensuring the continued safe operation of the Rock Creek Bridge through inspections, minor repairs, and major repairs.
4. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes the Parties to execute an interlocal agreement with each other for joint or cooperative action.
5. The Parties seek to execute an ILA that delineates each Party’s roles and responsibilities regarding the inspections, minor repairs, and major repairs to the Rock Creek Bridge.

NOW, THEREFORE, the Parties hereby agree as follows:

I. PURPOSE OF ILA

- A. To provide a means whereby the Parties can share the cost and responsibility for inspection and maintenance of Rock Creek Bridge.
- B. To provide for future negotiations regarding necessary capital improvements to the bridge.

II. DEFINITIONS

- A. "Bridge" means the Rock Creek Bridge (#Kent-21) across Rock Creek at S. E. Summit Landsburg Road.
- B. “Bridge Structure” includes girders, bridge deck, approach slab, bearing and expansion joints, substructure elements, wing walls, retaining walls, abutments, diaphragms, integral concrete barrier, and all bridge appurtenances. “Bridge Structure” does not include water, sewer, and other utilities attached to the Bridge.

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- C. "Bridge Appurtenances" include transition rails, barrier railings, guardrail, guardrail end terminals, anchors, and all related connector hardware.
- D. "Capital Project" is a project to replace or reconstruct the Bridge, or a full or partial portion thereof, to significantly improve the service level or extend the life of the Bridge.
- E. "Inspections" means periodic bridge inspections necessary to remain in compliance with National Bridge Inspection Standards (NBIS) implemented by the Federal Highway Administration and the Washington State Department of Transportation.
- F. "Major Maintenance" means engineering and appropriate work necessary to preserve the structural integrity of the Bridge.
- G. "Regular Surface Maintenance" means debris removal, sweeping, pavement markings, anti-ice applications as necessary, and snow removal during snow and ice conditions. This does not include graffiti removal and vegetation maintenance activities.
- H. "Routine Maintenance" means minor bridge repairs.
- I. "Studies" means an investigation by a qualified engineer or consultant to determine recommendations for full or partial replacement or reconstruction of the Bridge or portion(s) of the bridge, or engineering analyses required to comply with Federal Highway Administration and Washington State Department of Transportation requirements. Such work may include purchase of services or rental of equipment to provide monitoring of various elements of the Bridge.

III. KEY ROLES AND RESPONSIBILITIES OF THE CITY AND THE COUNTY

The Parties wish to undertake cooperative action pursuant to RCW 39.34.030(4) to inspect, maintain, conduct studies, and carry out repairs and other work or alterations necessary to keep the Bridge open for the use by the public. All work concerning the Bridge by employees, contractors or other means is deemed to be a joint effort of the parties irrespective of the status of individuals or firms performing the work.

A. City Roles and Responsibilities

- 1. The City shall be responsible for conducting, arranging, and coordinating all Inspections and Studies and will maintain all records and files concerning the Bridge, its inspections, and all reports generated concerning the Bridge and its condition.
- 2. The City shall be responsible for the preparation of the plans and specifications for Major Maintenance of the Bridge.

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3. The City shall be the lead agency and be responsible for all Routine Maintenance and Major Maintenance of the Bridge Structure including all costs associated with completing such maintenance activities.
4. The City shall be the lead agency for structural overlay of the Bridge deck and shall be responsible for carrying out the resurfacing.
5. The City shall be responsible for the maintenance and repair of the Bridge Structure and Bridge Appurtenances in the City limits.
6. The City shall be responsible for any Capital Project as described under II.D. and shall obtain any necessary permits and approval by the County for the portion of the project within the County's jurisdiction.
7. The City shall be responsible for providing notice to the County and obtaining approval from the County prior to any expenditures associated with III.A.4. above.
8. The City shall provide copies of all records on the Bridge to the County.
9. The City hereby grants right of entry to the County for the portion of the Bridge located in the City for the purpose of meeting the County's obligations under this ILA.

B. County Roles and Responsibilities

1. The County shall be responsible for Regular Surface Maintenance including all associated costs.
2. The County agrees to share the costs of resurfacing the Bridge deck as described under Section III.A.4. above.
3. The County shall be responsible for the maintenance and repair of Bridge Appurtenances within the County's jurisdiction.
4. The County shall be the lead agency for the overlay of Summit Landsburg Road including the portion of the road within the City limits.
5. The County hereby grants right of entry to the City for the portion of the Bridge located in the County's jurisdiction for the purpose of meeting the City's obligations under this ILA.

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- C. Each agency shall designate in writing a liaison with authority to approve expenditures and shall jointly develop a process for notification and approval of expenditures.
- D. Routine and Major Maintenance costs shall include direct labor, employee benefits, equipment rental, materials and supplies, utilities and permits, contractual services, and administrative overhead costs.
- E. In the event of an emergency, each party is authorized to make such repairs as it deems necessary and agrees to notify the other party as soon as is practically possible, but at least within twenty-four hours of the emergency declaration.

IV. PAYMENT

- A. The City agrees to pay for 100% of the costs of Inspections and Studies as described under Section III.A.1 above.
- B. The City agrees to pay for 100% of all Routine Maintenance and Major Maintenance of the Bridge Structure as described under Section II.A. above.
- C. The City and County agree to share the costs overlay of bridge deck as follows based on proportional ownership of the Bridge: City 77% and County 23% of all costs as described under Section III.A.4. above.
- D. The City agrees to pay for 100% of the cost to construct the Bridge and the cost to maintain all records including the performance of Studies and Inspections associated with the Bridge.
- E. The City agrees to pay for 100% of the cost of graffiti removal, vegetation maintenance activities, and concrete traffic barrier repairs associated with the Bridge.
- F. The County agrees to perform and pay 100% of Regular Surface Maintenance as described under Section II.G.
- G. The City will be the lead agency and the County will work together with the City to seek federal or state grants, or other funding alternative, for expenses for any Capital Projects for the Bridge and agree in principle to a 23/77 cost sharing of the local match in which The County will contribute 23% of required grant match and the City will contribute 77% of required grant match.
- H. The City agrees to reimburse the County for the actual costs of the overlay of the section of Summit Landsburg Road within the City limits described under Section III.B.4. above.
- I. Each Party shall invoice the other Party for their proportional share of the costs as described above under this Section IV. Each Party shall pay the invoice within 30 days of receipt of the invoice.

V. DURATION

This ILA shall become effective on the date of its mutual signing by the Parties; and shall remain in effect, pursuant to Section VI. of this ILA.

VI. AMENDMENT OR TERMINATION

This ILA may be amended, altered, clarified, terminated, or extended only by written agreement of the parties hereto.

VII. FORCE MAJEURE

The County's performance under this ILA shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County.

VIII. DISPUTE RESOLUTION

A. In the event of a dispute between the Parties regarding this ILA, the Parties shall attempt to resolve the matter informally.

B. If the Parties are unable to resolve the matter informally, the matter shall be decided by the Director of the King County Road Services Division and the Public Works Director of the City. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation. Each Party will be responsible for its own costs for mediation and shall share the costs of the mediator equally.

C. Unless otherwise expressly agreed to by the Parties in writing, both the County and the City shall continue to perform all their respective obligations under this ILA during the resolution of the dispute.

D. This ILA shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this ILA. If either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this ILA, the Parties agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

IX. INDEMNIFICATION

To the extent permitted by law, each Party to this ILA shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which

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arise out of, or in any way result from, or are connected to services associated with this ILA caused by or resulting from or are due to any negligent acts or omissions of the indemnifying Party.

Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.

This indemnification shall survive the expiration or earlier termination of this ILA.

X. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this ILA shall be subject to inspection, review, or audit by the County or the City during the term of this agreement and three years after termination.

XI. ENTIRE AGREEMENT

This ILA contains the entire written agreement of the Parties and supersedes all prior oral or written representations or understandings.

XII. INVALID PROVISIONS

If any provision of this ILA 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.

XIII. OTHER PROVISIONS

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The headings in this ILA are for convenience only and do not in any way limit or amplify the provisions of this ILA.

XIV. NO THIRD-PARTY RIGHTS

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties to this ILA, or their officials, officers, employees, agents or representatives, to any third party.

XV. WAIVER OF BREACH

Waiver of any breach of any provision of this ILA 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 ILA.

IN WITNESS WHEREOF, the parties have executed this ILA.

King County

County Executive

City of Kent

Date

City of Mayor

Approved as to Form:

Deputy Prosecuting Attorney

Date

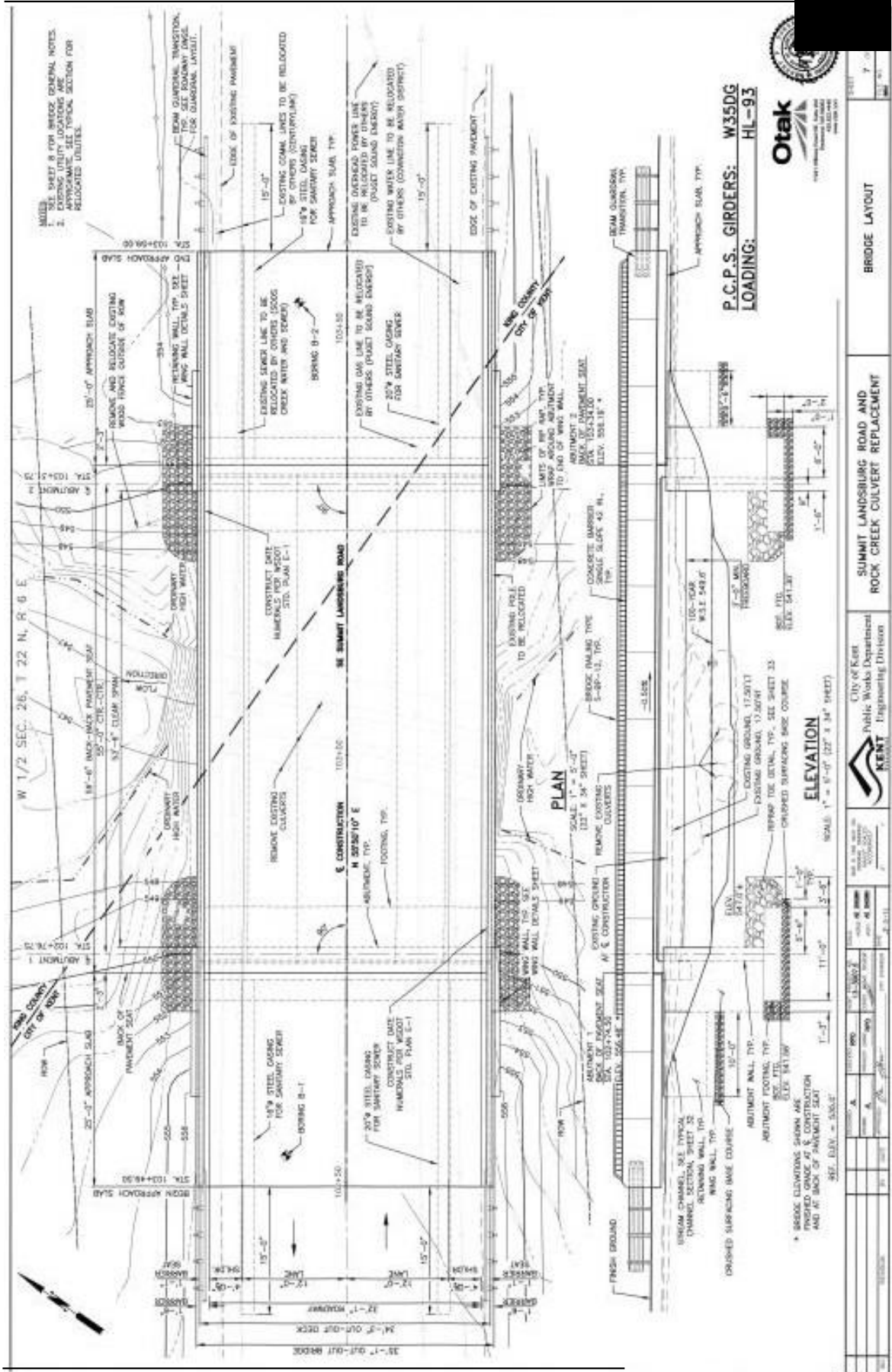
Approved as to Form:

Date

Kent Law Department

Date

EXHIBIT 1
BRIDGE LAYOUT
WITH
CITY-COUNTY BOUNDARY
SHEET 7 OF 51
OF THE BRIDGE CONSTRUCTION
PLANS



Certificate Of Completion

Envelope Id: 91AB194B-E350-47B1-A4C3-FFCCADF7B89E	Status: Completed
Subject: Complete with Docusign: Ordinance 19895.docx, Ordinance 19895 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 9	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: Docusign

Signer Events

Girmay Zahilay
girmay.zahilay@kingcounty.gov
Security Level: Email, Account Authentication (None)

Signature

Signed by:

1AEA3C5077F8485...
Signature Adoption: Pre-selected Style
Using IP Address: 71.227.166.164


Timestamp

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Signed: 3/5/2025 4:42:16 PM

Electronic Record and Signature Disclosure:

Accepted: 3/5/2025 4:42:06 PM
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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

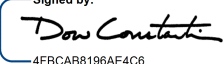
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Using IP Address: 67.160.85.70

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Signed: 3/5/2025 5:09:20 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

Signed by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 75.172.31.78

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Signed: 3/7/2025 12:03:33 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/5/2025 5:09:22 PM Viewed: 3/6/2025 9:33:54 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/7/2025 12:03:03 PM
Signing Complete	Security Checked	3/7/2025 12:03:33 PM
Completed	Security Checked	3/7/2025 12:03:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.