

**INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF REDMOND  
REGARDING THE NOVELTY HILL ROAD  
IMPROVEMENT PROJECT**

**THIS AGREEMENT** is made and entered into by and between King County ("the County") and the City of Redmond ("the City") for the purpose of designing and constructing improvements to Union Hill Road within the City ("the Project"). The City and the County are collectively referred to as "the Parties."

**RECITALS**

- A. The County has a capital improvement project ("CIP"# 100992) on NE Novelty Hill Road from 234th Place NE west to 196th Avenue NE, south on 196th Avenue NE to NE Union Hill Road and west on NE Union Hill Road to 192nd Avenue NE.
- B. Phase 1 of CIP 100992 (Phase 1) consists of widening and improving NE Union Hill Road, 196/195<sup>th</sup> Ave NE and NE Novelty Hill Road. The nature and extent of these improvements are more specifically described in Exhibit 1, Phase 1 and Project Description.
- C. A segment of Phase 1 on NE Union Hill Road from the City's eastern boundary to 192nd Avenue NE extends approximately 800 feet into the City of Redmond. This segment is the Project as described in this agreement. See Exhibit 1.
- D. The Project will provide a transition from the newly constructed roadway in unincorporated King County to the existing roadway in the City, reducing traffic impacts and preventing an unsafe alignment with the City's existing roadway.
- E. The Project is essential to a safe and efficient operational design for Phase 1 and the continuation of the county road system. See Exhibit 2, Project Map, attached.
- F. Funding for Phase 1 includes funding for the Project. Phase 1 funding sources include grant funds, Mitigation Payment System Funds, and contributions from the County Road Fund.
- G. The City has a road improvement project in its 2022 Transportation Facilities Plan for Union Hill Road with an eastern terminus at the eastern city limits.
- H. The City supports the County Project and is willing to make in-kind contributions to the Project as described in Sections 2.2, 3.1.1, and 4.3 of this Agreement.

- I. 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, permitting and construction of the Project.
- J. The County and the City are authorized, pursuant to RCW Chapter 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperative agreement of this nature.

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

## **AGREEMENT**

### **1. PURPOSE**

This agreement sets forth each Party's role and responsibility for the Project.

### **2. GENERAL RESPONSIBILITIES**

- 2.1 The County shall be the lead agency for the Project and shall be the lead agency with regard to obtaining property as needed, design, construction, SEPA/NEPA review, grant funding administration, permitting, and all other matters pertaining to the accomplishment of the Project.
  - 2.1.1 The County shall perform its design, engineering, and administration services for the Project in accordance with the most recent American Association of State Highway and Transportation Officials (AASHTO), Washington State Department of Transportation (WSDOT) Design Manual, and WSDOT Bridge Design Manual. The County shall notify the City of any deviations.
  - 2.1.2 The County shall construct the Project according to the attached drawings. See Exhibit 3, Project Drawings. Any changes shall be mutually agreed upon. In the event the County and the City are unable to reach agreement regarding Project changes, the dispute resolution process as outlined in Section 9 of this Agreement shall be followed.
  - 2.1.3 The County shall provide 95% and 100% plans and specifications to the City for review. The City shall provide written comments, if any, to the County within fourteen days after the City receives the plans and specifications. The County shall incorporate the City's comments into the plans and specifications to the extent the County determines it is practicable.

- 2.1.4 The City shall be invited to all engineering review meetings for the Project.
- 2.1.5 The County shall not approve a major change to the Project design without first consulting with and obtaining approval from the City.
- 2.1.6 In the event that the City and the County are unable to reach agreement regarding the Project plans, the dispute resolution process as outlined in Section 9 of this Agreement shall be followed.
- 2.2 The City shall provide all necessary support and services at no cost to the County, including, but not limited to, attending project meetings, providing written comments, assisting in obtaining any necessary permits, assisting in acquiring property, and performing inspections required by the City during construction.
- 2.3 The City shall provide stormwater treatment for the Project.
  - 2.3.1 The County shall pay into the City's regional stormwater facilities plan for Southeast Redmond at \$4 per square foot of impervious area. This payment will replace the requirement to construct detention and water quality facilities for the project.
  - 2.3.2 The County shall convey stormwater from the Project to an outfall location that will not be located farther west than 188<sup>th</sup> Ave NE on Union Hill Road. The City and County shall work collaboratively on the sizing and placement of new conveyance facilities along Union Hill Road.
- 2.4 The County shall coordinate with the City's public works department regarding any improvements to utility infrastructure the City may wish to make that are in addition to improvements/changes required by Phase I. All such utility improvements shall be at the expense of the City. All proposed improvements shall be submitted to the County prior to September 30, 2009.
- 2.5 The County is obligated to reconstruct the sewer access roads and gates that currently exist to provide access into Arthur Johnson Park, and other sewer access roads within the Phase I project area, and the County is responsible for the adjustment to grade of the sewer manholes within the city limits.
- 2.6 The schedule for the Project shall be established by the County in coordination with the City and in conjunction with any federal or federal/state grant application or administrative timelines.

- 2.7 The City hereby grants the County right of entry onto city owned properties within the jurisdiction of the City for the purpose of performing all tasks, such as investigations, survey, and construction, necessary to complete the Project with notice to the City of Redmond's Real Property Manager. This does not include the use of City property for staging.
- 2.8 The County shall be responsible for coordinating the public information and involvement related to the Project. The City shall be given the opportunity to attend and participate in any public meetings.
- 2.9 The Parties shall appoint a contact person or persons to act as liaisons for the Project. These contact persons will meet on "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.
  - 2.9.1 Representing the City: Jeanne Justice
  - 2.9.2 Representing the County: Mike O'Neil

3. PROPERTY ACQUISITION

- 3.1 The County shall be responsible for the acquisition of all property and easements within the City that are necessary for the Project.
  - 3.1.1 The City shall use its best efforts to assist and cooperate with the County's acquisition efforts. To the extent that the City's consent is legally required, the City consents to the County's exercise of eminent domain within the corporate limits of the City for purposes of the Project, except for property owned by the City.
- 3.2 The County shall provide all necessary real estate services to purchase properties necessary for the Project.
- 3.3 To the extent possible, the County shall purchase properties at the City's request that may be necessary for capital or other planned improvements the City wishes to make at a future time, except that the Project shall not be delayed on account of property acquisitions not needed to complete the Project. Any such property acquired by the County will be acquired in the name of the City or will be conveyed to the City without unreasonable delay. The City shall reimburse the County for properties purchased on its behalf, and for all acquisition costs the County incurs.

- 3.4 The City and the County shall negotiate in good faith for the County to purchase property owned by the City within unincorporated King County that is necessary for Phase 1.

4. PERMITTING

- 4.1 The County shall serve as the lead agency for purposes of satisfying requirements of the State Environmental Policy Act (SEPA) and for all work and permitting related to the Project including all work described in Section 2.1. See Exhibit 4 attached for a list of permits that are expected to be needed for the Project.
- 4.2 Administrative or quasi-judicial appeals of County SEPA decisions related to the Project, if any, shall be heard and decided by the County under County Code procedures to the extent allowed by law.
- 4.3 The County shall pay to the City all normal and usual permitting fees. The City shall not charge the County for the cost of expedited permitting, or additional review not normally required as part of the review process.

5. CONSTRUCTION CONTRACT BIDDING

- 5.1 The County shall prepare the contract bid documents for the Project.
- 5.2 The County shall advertise the contract in the official legal publications for the County and the City, and if necessary, other newspapers in the Redmond area to provide the widest possible coverage commensurate with the size of the Project.
- 5.3 The County will provide to the City a copy of the plans and specifications advertised for bid.
- 5.4 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.
- 5.5 The County shall award the contract to the lowest responsible bidder for the Project subject to applicable laws and regulations.
- 5.6 The City will be invited to attend the preconstruction conference.

6. CONSTRUCTION CONTRACT ADMINISTRATION

- 6.1 The County shall provide the necessary engineering, administrative,

inspection, clerical and other services necessary for the execution of the Project.

- 6.2 The City may furnish an inspector to insure proper compliance with City requirements during the construction of the Project within City limits, on City-owned property, and in regards to City-owned utilities and facilities. The City's inspector shall advise the County liaison of any deficiencies noted. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance except in the case of ensuring public and environmental safety.
- 6.3 The County Road Engineer shall have the final authority to determine whether any changes will be implemented, subject to Section 2.1.6.
- 6.4 Final acceptance of the County's Phase 1 work, including work described in the Project, shall be by the County Road Engineer. Prior to final acceptance of the work related to the Project, the County Road Engineer shall consult with the City Engineer. If there is a dispute regarding final acceptance of the work of the Project, the Parties shall utilize the dispute process set forth in Section 9 of this Agreement.
- 6.5 Upon completion of construction the County will furnish record drawings of the Project to the City documenting changes made during construction.
- 6.6 The County will repair at the County's expense any work defects discovered prior to final acceptance or within a one year time period after substantial completion, whichever is later. The County will perform an inspection of the Project with the City at least one month prior to the one year after substantial completion date.

7. DURATION/TERMINATION

- 7.1 This Agreement shall remain in effect for a period of ten years or until the Project is closed, whichever occurs first.
- 7.2 If expected or actual funding for the County's Phase 1 work is withdrawn prior to commencement of construction, or reduced or limited in any way prior to the time at which the County advertises the Project, the County may, with thirty (30) days written notice to the City, terminate this Agreement.

8. LIABILITY

- 8.1 Washington State law shall govern the respective liabilities of the Parties

to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to it.

9. DISPUTE RESOLUTION

- 9.1 In the event of a dispute between the Parties regarding this Agreement, and/or the work as described in the Project, the Parties shall attempt to resolve the matter informally.
- 9.2 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 City of Redmond Public Works Director. If the Parties are unable to reach mutual agreement, either Party may refer the matter to non-binding mediation.
- 9.3 The Director of the King County Road Services Division and the City of Redmond Public Works Director may also agree in writing to use another dispute resolution process.
- 9.4 Unless otherwise expressly agreed to by the Parties in writing, both the City and the County shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.
- 9.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction in King County Washington.

10. OTHER PROVISIONS

- 10.1 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 of the City.
- 10.2 The City and the County agree to discuss further planning, pursuit of grant or other funding sources and payment, and to negotiate in good faith any further agreement that may be needed to complete construction of improvements to Novelty Hill Road and Union Hill Road in accordance with the Redmond Ridge East Settlement Agreement, dated April 5, 2006, and including active support for a future Transportation Improvement Board grant or other grant application.

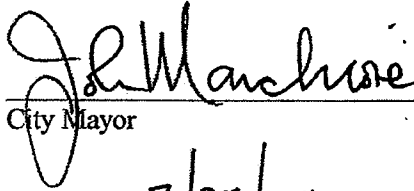
- 10.3 Nothing contained herein is intended to, nor shall be construed to, create any rights in any Party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement
- 10.4 Waiver of 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.
- 10.5 If any provision of this Agreement is 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.
- 10.6 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 10.7 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.8 This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

**CITY OF REDMOND**

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

  
\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Date

7/27/09  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

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



**EXHIBIT 1**  
**Phase 1 and Project Descriptions**

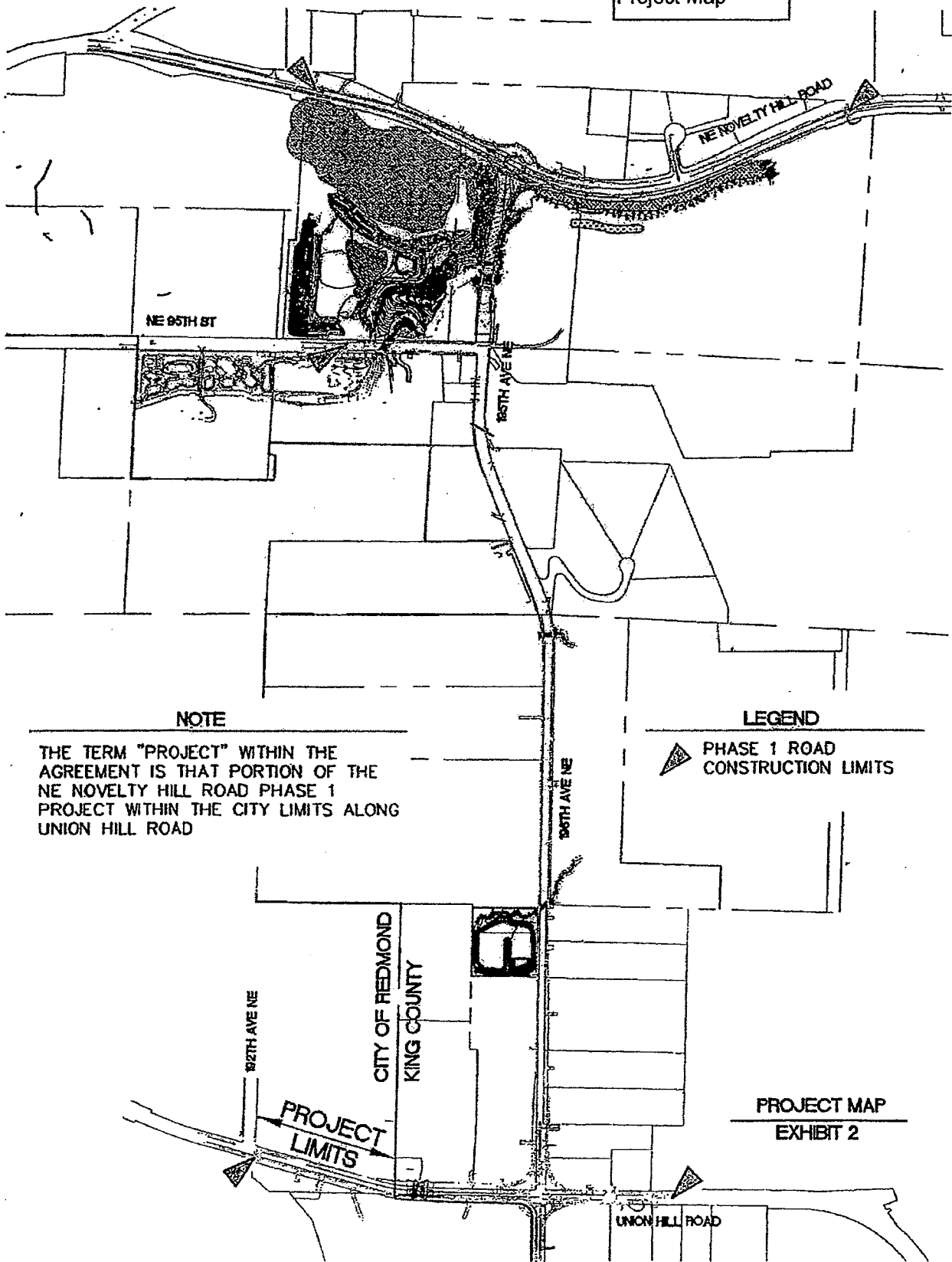
**Description: Novelty Hill Road Phase 1**

- The **Novelty Hill Road segment** consists of roadway improvements to a two-lane segment of NE Novelty Hill Road from approximately 1,000 feet west to 1700 feet east of the new intersection of 195<sup>th</sup> Avenue NE. This segment will be improved to transition from the roundabout to the existing roadway.
- The **196<sup>th</sup>/195<sup>th</sup> segment** consists of roadway improvements to 196<sup>th</sup>/195<sup>th</sup> Avenue NE from NE Union Hill Road north to NE Novelty Hill Road. Beginning at the intersection of 196<sup>th</sup> Avenue NE and NE Union Hill Road; a two lane roundabout will be constructed. On 196<sup>th</sup> Avenue NE from NE Union Hill Road to where 196<sup>th</sup> Avenue NE transitions to NE 195<sup>th</sup> (at Perrigo Community Park), two lanes with 8-foot shoulders will be constructed. Starting at Perrigo Community Park and extending to NE Novelty Hill Road, 195<sup>th</sup> Avenue NE will be widened to three lanes with 8-foot shoulders. The portion of this segment north of NE 95<sup>th</sup> Street to Novelty Hill Road will be 800 feet of new roadway. At the new intersection of 195<sup>th</sup> Avenue and NE Novelty Hill Road, a two-lane roundabout will be constructed
- The **Union Hill Road segment** consists of roadway improvements to the existing two-lane road, widening NE Union Hill Road from 192<sup>nd</sup> Avenue NE east to 196<sup>th</sup> Avenue NE. The roadway will widen from two 11-foot lanes with eight foot shoulders at 192<sup>nd</sup> Ave NE to four 11-foot lanes with eight foot shoulders at the City/County boundary, continuing on with a transition to a two lane roundabout at the intersection of 196<sup>th</sup> Ave NE. This includes replacement of the Evans Creek Bridge.

**Project within City**

The portion within the City extends along NE Union Hill Road from 192<sup>nd</sup> Ave NE east to the City/County boundary. The roadway will taper from four 11-foot lanes with an eight foot shoulder at the City/County boundary to two 11-foot lanes with eight foot shoulders, and continue to the intersection of 192<sup>nd</sup> Ave NE matching to the existing lanes.

EXHIBIT 2  
Project Map



NE 95TH ST

NE NOVELTY HILL ROAD

85TH AVE NE

85TH AVE NE

82TH AVE NE

CITY OF REDMOND  
KING COUNTY

PROJECT  
LIMITS

UNION HILL ROAD

NOTE

THE TERM "PROJECT" WITHIN THE AGREEMENT IS THAT PORTION OF THE NE NOVELTY HILL ROAD PHASE 1 PROJECT WITHIN THE CITY LIMITS ALONG UNION HILL ROAD

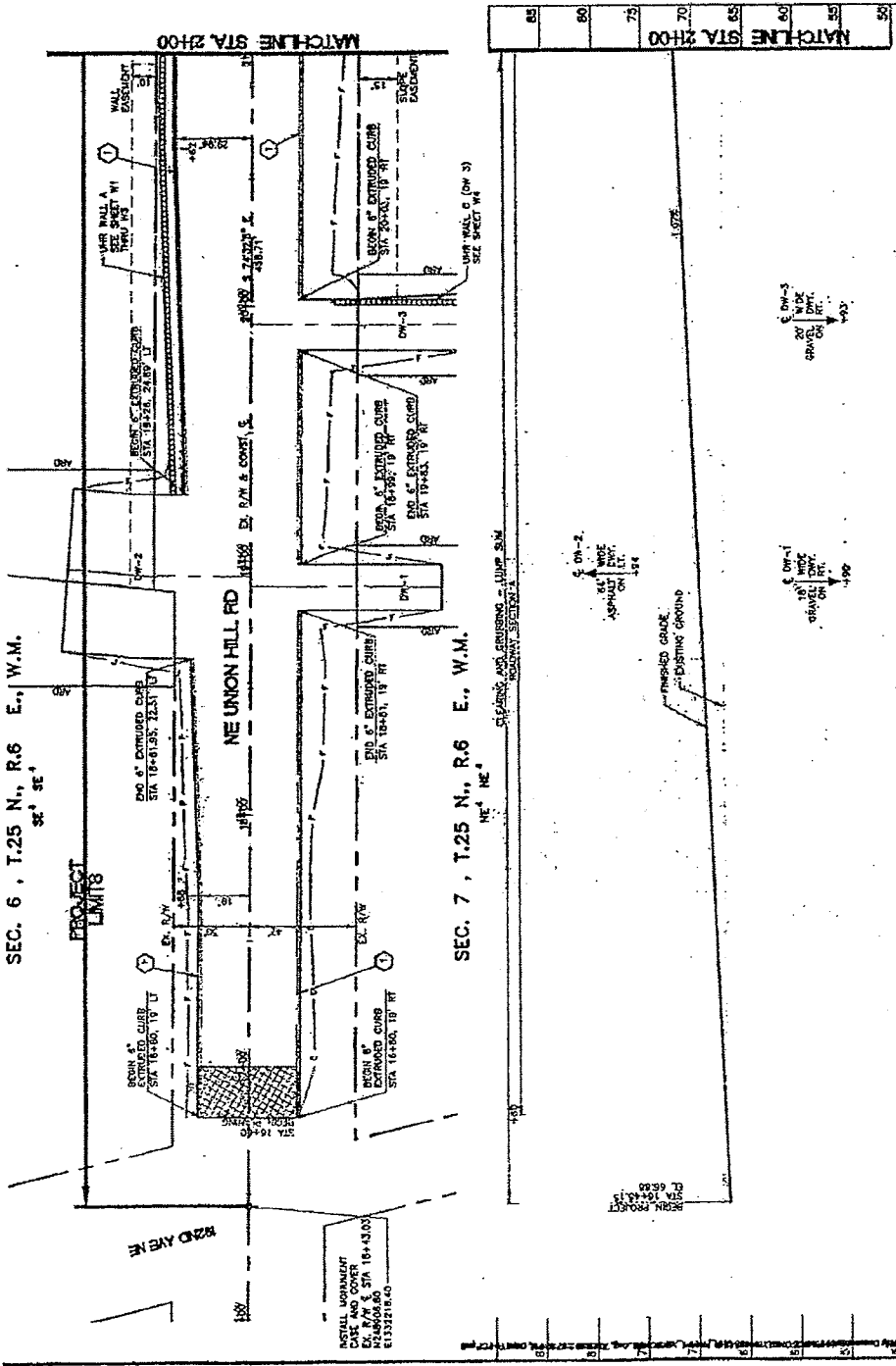
LEGEND

▲ PHASE 1 ROAD CONSTRUCTION LIMITS

PROJECT MAP  
EXHIBIT 2

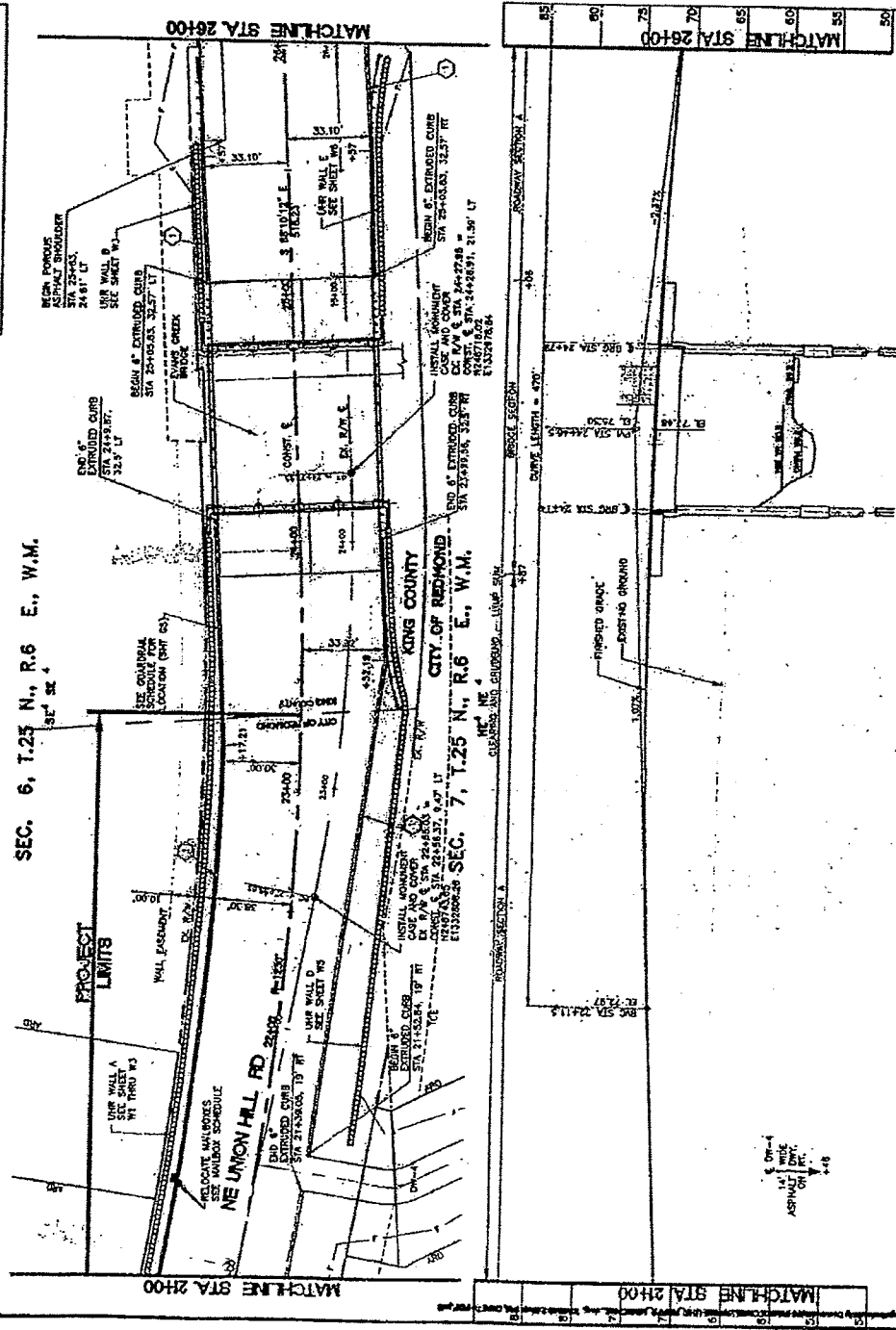
**EXHIBIT 3  
PROJECT DRAWING  
1 OF 5**

SEC. 6, T.25 N., R.6 E., W.M.  
SEC. 7, T.25 N., R.6 E., W.M.



**EXHIBIT 3  
PROJECT DRAWING  
2 OF 5**

SEC. 6, T.25 N., R.6 E., W.M.



**GENERAL NOTES**

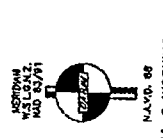
1. FOR STORM DRAINAGE INFORMATION, SEE STORM DRAINAGE PLAN AND PROFILES.
- 2.
- 3.

**CONSTRUCTION NOTES**

1. INSTALL EXTRUDED CURB PER HORS DMC NO. 3-100.
2. CONSTRUCT CURB RAMP 28 ALTERNATE PER HORS DMC. (10).
3. CONSTRUCT FORMWORK TO MATCH SHOULDER PER HORS DMC. NO. 3-100.
4. CONCRETE FORMWORK.
5. CONSTRUCT PAVEMENT ASPHALT SHOULDER.

**MALBOX SCHEDULE**

STATION	MALBOX	LOT	RIGHT
21555.73+0	3	3	1



CALL 2 WORKING DAYS BEFORE YOU DIG  
 316-34 (83)  
 KING COUNTY  
 204  
 06

KING COUNTY DEPT. OF TRANSPORTATION  
 PHASE 1 - VOL. 1  
 NE UNION HILL RD  
 STA 21+00 THRU STA 26+00

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

95% DESIGN COPY  
 PROGRESS COPY  
 06-20-2009

NO.	DATE	BY	CHKD
1	06/20/09	...	...
2	06/20/09	...	...
3	06/20/09	...	...
4	06/20/09	...	...
5	06/20/09	...	...





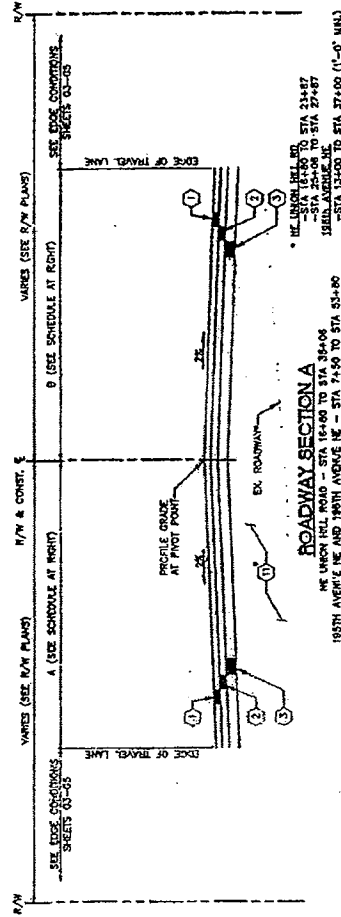
EXHIBIT 3  
PROJECT DRAWING  
5 OF 5

**ROADWAY SECTION NOTES**

- ① 0.30 FT. MIN. COMPACTED DEPTH FMA CL 1/2" PS 64-22 (WORKING COURSE)
- ② 0.35 FT. MIN. COMPACTED DEPTH FMA CL 1" PS 64-22 (LEVELING COURSE)
- ③ 0.50 FT. MIN. COMPACTED DEPTH (CBRC) CRUSHED SURFACING BASE COURSE
- ④ 0.30 FT. MIN. COMPACTED DEPTH POROUS ASPHAL
- ⑤ 2.0 FT. MIN. COMPACTED DEPTH UNOBFED (CBRC) CRUSHED SURFACING BASE COURSE
- ⑥ CONCRETE CURB AND DUTTER
- ⑦ POROUS GRANITE CONCRETE SIDEWALK 8" THICK. SEE DETAIL (A)
- ⑧ 0.33 FT. MIN. COMPACTED DEPTH (CBRC) CRUSHED SURFACING BASE COURSE
- ⑨ CONCRETE EXTERNO CURB. SEE DETAIL (B)
- ⑩ GRAVEL BORROW
- ⑪ CONCRETE SIDEWALK 4" THICK. SEE DETAIL (C)

**ROADWAY SECTION 'A'**

STATION	A	B
18+80 TO 17+68	11.0'	11.0'
17+68 TO 20+69	11.0'-22.0'	11.0'
20+69 TO 21+56	22.0'	11.0'
21+56 TO 22+43	22.0'	22.0'
22+43 TO 24+00.1	22.0'	22.0'



**ROADWAY SECTION A**  
 18TH AVENUE NE AND 18TH AVENUE NE - STA 18+00 TO STA 30+00  
 THE UNION HILL RD - STA 21+87  
 18TH AVENUE NE - STA 25+00 TO STA 27+87  
 18TH AVENUE NE - STA 13+00 TO STA 37+00 (11'-0" WALK)



NAVD. 88  
 CALL FOR WORKING DRAWINGS  
 1-800-424-5555  
 KING COUNTY DEPT. OF TRANSPORTATION



KING COUNTY DEPT. OF TRANSPORTATION  
 NORTHWEST NOVELTY HILL ROAD  
 PHASE 1 - VOL. 1  
 ROADWAY SECTIONS  
 316-34 (8)

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

FEED NO. \_\_\_\_\_  
 PROJECT NO. 100823  
 SURVEY NO. 1-23-03  
 MAINTENANCE DIVISION No. 1

95% DESIGN  
 PROGRESS COPY  
 06-29-2009

NO.	DATE	BY	CHKD.	DESCRIPTION
1	06/29/09	J. EVANS	J. EVANS	DESIGN
2	06/29/09	D. BROWN	D. BROWN	DESIGN
3	06/29/09	B. WILSON	B. WILSON	DESIGN
4	06/29/09	L. GIBSON	L. GIBSON	DESIGN

**EXHIBIT 4**  
**List of Governmental Approvals or Permits**

<b>Agency</b>	<b>Permit/Approval</b>
U.S. Army Corps of Engineers	Section 404, Clean Water Act Individual Permit
U.S. Fish and Wildlife Service and NOAA Fisheries	Section 7, Endangered Species Act compliance documentation
Advisory Council on Historic Preservation/Washington State Department of Archaeology and Historic Preservation	Section 106, National Historic Preservation Act compliance documentation
Washington Department of Ecology	Section 401 Individual Water Quality Certification
Washington Department of Ecology	Coastal Zone Management Act Consistency Determination
Washington Department of Ecology	National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit
Washington Department of Ecology	Notification of Hazardous Waste Disposal
Washington State Department of Fish and Wildlife	Hydraulic Project Approval (HPA)
King County DDES	Critical Areas Alteration Exception
King County DDES	Clearing and Grading Permit
King County DDES	Shoreline Substantial Development Permit
King County DDES	Flood Hazard Certification
King County DDES	Class IV General – Forest Practices Permit
City of Redmond	Clearing and Grading Permit
City of Redmond	Shoreline Substantial Development Permit
City of Redmond	Right of Way Use Permit