

2003-405

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF NEWCASTLE
FOR IMPROVEMENTS TO COAL CREEK PARKWAY

This amendment modifies the Interlocal Agreement between King County ("the County") and the City of Newcastle ("the City"), titled "Interlocal Agreement Between the City of Newcastle and King County for the Design and Construction of Coal Creek Parkway Improvements-Phase I" and executed on November 7, 2000 ("the Agreement").

RECITALS

- A. Under the Agreement, the City is the lead agency for the preparation of engineering design plans and specifications and project administration and project construction for Coal Creek Parkway Improvements – Phase I, consisting of improvements from SE 72nd Street to SE 84th Street ("the Project").
- B. Recital C of the Agreement identifies Phase II as consisting of improvements from SE 84th Street to the May Creek Bridge and Phase III as consisting of improvements from the May Creek Bridge to the Renton city limits. Both Phase II and Phase III are within the City's city limits.
- C. The County also has a capital improvement project on Coal Creek Parkway from the Renton city limits to Southeast 95th Street ("the County Project").
- D. The parties desire to amend the Agreement to increase the County's contribution to an additional \$1,000,000 to the Project.
- E. Section 8.G. of the Agreement provides that the Agreement may be amended only by an instrument in writing, duly executed by both parties.

AGREEMENT

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

1. This amendment applies only to Phases II and III. The original Agreement continues to apply to Phase I.
2. The definition of "the Project" in Recital C is amended to mean Phases II and III of the Project.
3. Section 2, General Terms and Conditions, is amended by inserting a new Section 2.G which reads, "The City shall ensure that the Project aligns with the County Project where the (City) Project and the County Project meet.
4. Section 4, Payment, is amended by deleting Section 4.A and replacing it with, "The County

agrees to contribute \$1,000,000 to the City for design and right-of-way acquisition of the Project.

5. Section 4, Payment, is amended by deleting Section 4.B and replacing it with, "The City may use the County's contribution as local match required by the Washington State Transportation Improvement Board (TIB)."
6. Section 4, Payment, is amended by deleting Section 4.C and replacing it with, "The City shall invoice the County on a monthly basis. Invoices shall include the same detail as provided to the State TIB. The County shall pay all invoices within thirty days of the date of the invoice."
7. Section 4, Payment, is amended by adding a new Section 4.D which reads, "Both the County and the City are committed to seeking reimbursement of the County's contribution by the regional transportation investment district or from other grant sources, either directly or through a reduction in the amount of County contribution to future additional County project costs."
8. Section 5, Duration/Termination, is amended by adding a new Section 5.C which reads, "In the event the City desires to terminate this Agreement for any reason other than as specified in Section 5.B, such proposed termination shall be submitted to the Metropolitan King County Council for its review and approval or disapproval in the form of a proposed amendment to this Agreement. Such proposed amendment shall provide that the City shall reimburse the County for all contributions the County has made to the City prior to the effective date of the amendment."
9. Section 5, Duration/Termination, is amended by deleting Section 5.D.4.
10. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment effective as of the date last written below.

KING COUNTY

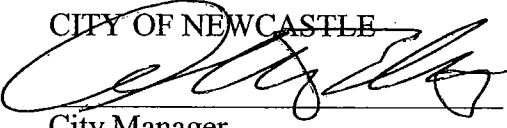
King County Executive

Date

Approved as to Form

Deputy Prosecuting Attorney

CITY OF NEWCASTLE



City Manager

6/25/03

Date

Approved as to Form

City Attorney