

**AN INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF ISSAQUAH RELATING TO
IMPROVEMENTS TO EAST LAKE SAMMAMISH PARKWAY
AND TRANSFER OF ROAD-RELATED PROPERTY**

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington (“the County”) and the City of Issaquah, a municipal corporation of the State of Washington (“the City”).

RECITALS

- A. The City annexed the area known as North Issaquah (“the annexed area”) on February 28, 2000 (“the annexation date”).
- B. The former County roads within the annexed area became City streets on the annexation date.
- C. Prior to the annexation date, the County had acquired title to a road-related storm pond tract and associated drainage easement off the road right-of-way.
- D. Also prior to the annexation date, the County had planned a road project on East Lake Sammamish Parkway within the annexed area.
- E. The County and the City want the road project to be constructed.
- F. The County wishes to divest itself of ownership of, and responsibility for, the road-related storm pond tract and associated drainage easement.
- G. It is in the best interest of the County and the City that the road project goes forward and that the City accepts ownership of, and responsibility for, the road-related storm pond tract and associated drainage easement.

AGREEMENT

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, it is mutually agreed by the County and the City as follows:

1. CONSTRUCTION OF THE EAST LAKE SAMMAMISH PARKWAY SAFETY STAGE 1 PROJECT (CIP #201197)

- 1.1 The County will complete the design and construction of the East Lake Sammamish Parkway Safety Stage 1 Project from Issaquah-Fall City Road to the Interstate 90 westbound on-ramp (County CIP # 201197). The foregoing project is referred to hereafter as “the Project”. Exhibit A is a project summary.

- 1.2 *Project Scope of Work:* The Project scope of work includes: completion of the engineering design plans, acquisition of necessary real property and easements, and construction of the roadway together with construction inspection and management. Also included are a southbound HOV lane, an additional northbound right-turn lane onto Issaquah-Fall City Road, and minor channelization improvements north of Issaquah-Fall City Road. The Project will widen the existing roadway segment between Issaquah-Fall City Road and the westbound on-ramp of Interstate 90.
- 1.3 Prior to finalizing the plans and specifications for the Project, the County will provide the City Public Works Department the opportunity to review the plans and specifications for any cost savings that might result from substituting City road design standards for County standards.
- 1.4 The Project will include ongoing coordination with the Washington State Department of Transportation concerning Interstate 90 ramp improvements and improvements within the State's limited access area.
- 1.5 *Cost Sharing* - Prior to the annexation date, the County appropriated \$2,751,000 for the Project. The County has received additional grants for the Project. Current total grant funding is \$1,915,788. These funds will be expended by the County on activities related to completing the Project, without any reimbursement from the City. Should Project costs exceed \$3,068,000, the City shall be responsible for and shall reimburse the County for all excess costs associated with Change Orders (COs) requested by the City. The County shall be responsible for all excess costs due to errors and omissions on the plans and resulting COs generated by the Contractor or County. In addition, the County shall be responsible for the amount that the bid exceeds the Engineers Estimate. The City shall pay the County within 180 days of receiving the County's invoice. At project completion the Washington State Department of Transportation (WSDOT) and the Transportation Improvement Board (TIB) will conduct an audit to verify that the funding agency guidelines were adhered to. Should an audit finding be levied against the County, all financial burdens resulting from this finding shall be the sole responsibility of the County.
- 1.6 The County shall be the lead agency for the Project with regard to all matters related to the Project, including, if applicable, and without limitation, design, obtaining necessary real property and easements, construction, grant funding administration, construction contract administration, SEPA/NEPA review, Biological Evaluation/Assessment, permitting and all other matters pertinent to accomplishment of the Project.
- 1.7 In providing services related to the Project, 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.

- 1.8 The City shall notify the County, in writing, of any changes it wishes to make in the plans and specifications for the Project. The County Road Engineer shall have the authority in his sole discretion to determine whether any changes requested by the City will be implemented.
- 1.9 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 for the Project, as needed. The City shall attend and participate in any public meetings.
- 1.10 The parties appoint the contact persons listed below to act as liaisons for the Project. These contact persons will meet on a regular basis to provide guidance for the Project and serve as a coordination body between the parties. Either party may change its contact person on written notice to the other party.
Representing the City: Gary Costa – (425) 837-3443
Representing the County: Matt Nolan – (206) 296-8063
- 1.11 The County Road Engineer shall have final authority on decisions related to Project design, contract management, and any other issues related to the Project and shall be the sole contact with the contractor(s) for the Project.
- 1.12 The County will keep the City advised as to the progress of the Project through regular meetings and status reports, as agreed upon by the City and County contact persons.
- 1.13 The City and County will mutually agree upon the schedule for the Project.
- 1.14 The County will provide the City with final plans and specifications the County has developed for the Project.
- 1.15 The City and County will cooperate in soliciting and securing grants for the Project.
- 1.16 Final acceptance of the Project following construction shall be by the County Road Engineer. Upon acceptance by the County Road Engineer, the project engineer shall turn the Project over to the City. At turnover, the City shall have sole responsibility for the operation, safety and maintenance of the Project, together with all appurtenances located within the road right-of-way and off the road right-of-way, including, but not limited to, any drainage easements and facilities, bio-swales, planting easements, environmental mitigation sites and monitoring projects, sidewalks, street lights, landscaping, retaining walls, traffic signals and traffic signs, and all monitoring or other permit conditions related thereto.

2. CITY RESPONSIBILITY FOR FORMER COUNTY ROADS

The City acknowledges and agrees that as of the annexation date the City has the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the annexed area together with all appurtenances located within the road right-of-way and off the road right-of-way, including, but not limited to, any drainage easements and facilities, bio-swales, environmental mitigation sites and monitoring projects, sidewalks, street lights, landscaping, retaining walls, traffic signals and traffic signs, and all monitoring or other permit conditions related thereto.

3. TRANSFER OF OFF RIGHT-OF-WAY STORM POND TRACT AND DRAINAGE EASEMENT

- 3.1 Six months after the effective date of this Agreement, the City shall have sole and complete responsibility for the operation, safety and maintenance of the road-related storm pond tract and associated drainage easement located off the road right-of-way at the intersection of Issaquah-Fall City Road and Black Nugget Road including, but not limited to, all monitoring or other permit conditions related thereto. The legal description of the storm pond tract is attached as Exhibit B. Exhibit C is a diagram of the storm pond tract. The legal description of the drainage easement is attached as Exhibit D. Exhibit E is a diagram of the drainage easement.
- 3.2 The County will transfer title to the storm pond tract and drainage easement to the City by separate action. The City agrees to such transfer and the parties shall complete the transfer of title as soon as practicable six months after the effective date of this Agreement.
- 3.3 The City shall accept “as is” the storm pond tract and drainage easement that the County transfers to the City pursuant to this Agreement, and the County makes no warranty concerning them.

4 OTHER CITY RESPONSIBILITIES

- 4.1 The City shall enact any ordinance(s) and provide all appropriate delegations of authority necessary for the County to lawfully carry out the Project in accordance with the terms of this Agreement.
- 4.2 The City shall provide to the County the necessary permits for the construction of the Project. The City shall not levy new, or enforce more stringent, permit conditions than currently in effect.
- 4.3 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.

- 4.4** The County shall be responsible for the acquisition of all real property and easements that the County determines are necessary for the Project. The City shall use its best efforts to assist and cooperate with the County's acquisition efforts. Through the execution of this Agreement, the City consents to the County's exercise of eminent domain within the corporate limits of the City, if necessary. Title to any real property and easements located within the City acquired by the County for the Project shall vest in the City.

5 INDEMNIFICATION AND HOLD HARMLESS

Washington State law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Agreement.

6 DISPUTE RESOLUTION

- 6.1** 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, the matter shall be decided in discussions between the Manager of the King County Road Services Division and the City Public Works Director.
- 6.2** The King County Executive and the Mayor of Issaquah may also agree in writing to use an alternative dispute resolution process.
- 6.3** 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.
- 6.4** If the dispute involves a claimed breach of this Agreement and the parties are unable to resolve the dispute, the party claiming breach may bring suit in the King County Superior Court.

7 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. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. TERMINATION OF PROJECT OBLIGATIONS

- 8.1** Either party may, with thirty (30) days' written notice to the other party, terminate its obligations hereunder related to the Project.
- 8.2** In the event of such termination:
- 8.2.1** The party requesting termination shall pay all direct and indirect costs and damages associated with the termination.
- 8.2.2** Termination costs and damages payable shall not exceed the actual costs and damages incurred as a result of the termination.
- 8.2.3** The party requesting termination shall be solely responsible for compliance with the conditions of any federal or state grant, including repayment of expended grant funds, if required by the granting agency.
- 8.2.4** If the City terminates its Project obligations and, at the time of such termination, Project costs exceed the amount described in Section 1.5, the City shall also reimburse the County for all such excess costs.
- 8.2.5** The other party shall be released from its obligations related to the Project.
- 8.2.6** Title to any Project-related real property and easements located in the City shall be in the City.
- 8.2.7** The remaining provisions of this Agreement shall remain in effect.

9 OTHER PROVISIONS

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

9.5 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

9.6 The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.

10. EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference.

- Exhibit A East Lake Sammamish Parkway Safety Stage I (CIP 201197) Project Summary.
- Exhibit B Copy of Warranty Deed (Recording Number 9807200293) containing legal description of storm pond tract.
- Exhibit C Diagram of storm pond tract.
- Exhibit D Copy of Drainage Easement with legal description
- Exhibit E Diagram of drainage easement

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

KING COUNTY

CITY OF ISSAQUAH

King County Executive

Ann Frisinger

Mayor

Date

April 10, 2002

Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

APPROVED AS TO FORM:

George Deuel

City Attorney

EXHIBIT A

East Lake Sammamish Parkway Safety Stage 1 (CIP 201197) Project Summary

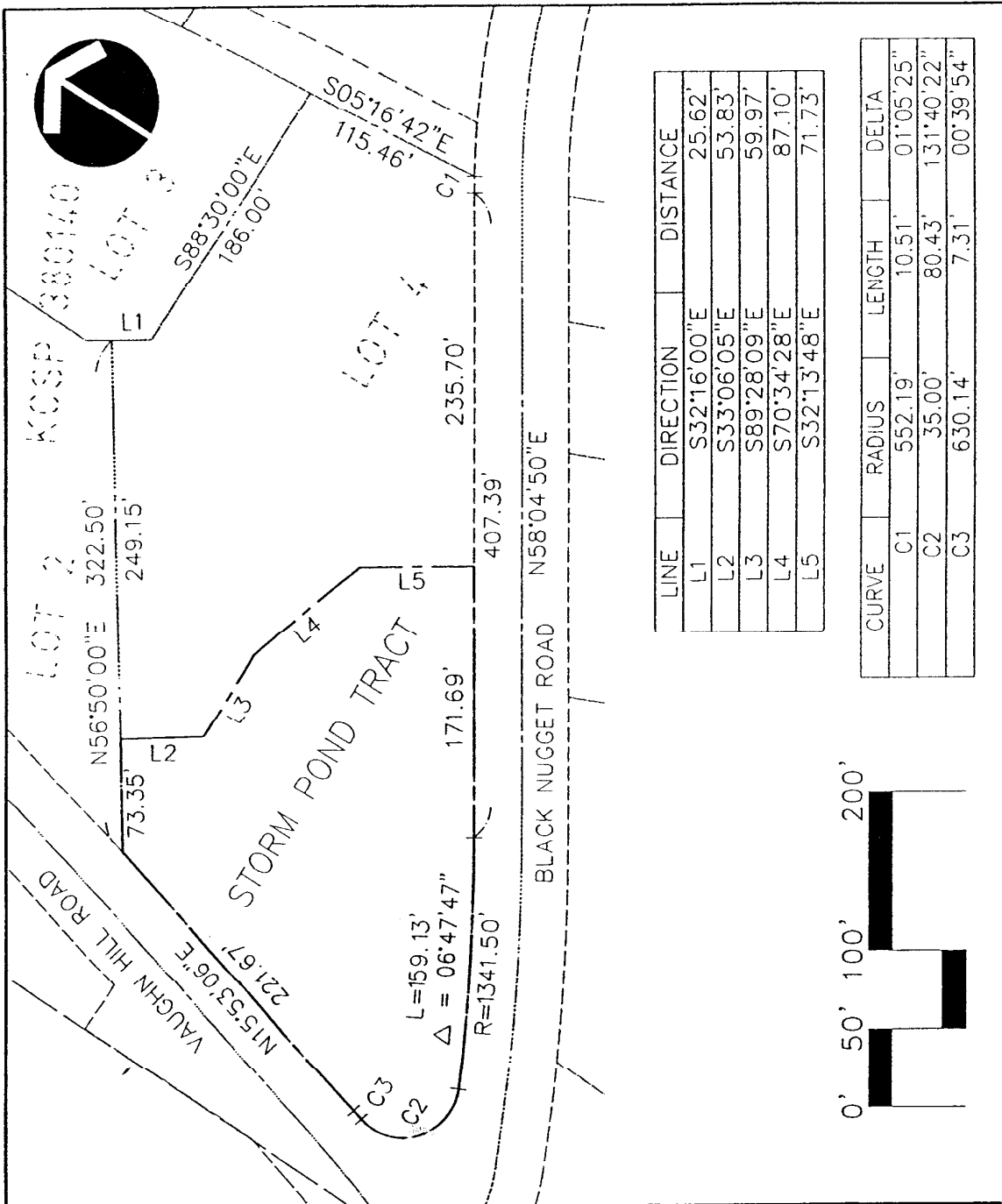
Currently, the East Lake Sammamish Parkway Safety Stage 1 project is in Plans, Specifications and Estimates phase. The total project length is approximately 0.4 miles between the westbound I-90 on-ramp and just north of Southeast Issaquah-Fall City Road. The design of widening East Lake Sammamish Parkway Southeast includes providing curb and gutter, sidewalk, enclosed drainage system, bioswale, gabion wall, lighting, signing, signalization, mitigation, erosion control, and landscaping.

The Draft Traffic Study was completed in December 1999. The Biological Assessment Report has been concurred by National Marine Fisheries Services in February 2000 and United States Fish and Wildlife Services in April 2000. Interim channelization and signing plans were designed and submitted to Washington State Department of Transportation for review and approval. Currently, the project team is finalizing 95 percent design of roadway, drainage, mitigation, signal, lighting, erosion control, and landscaping to prepare for the final coordination meeting. The effort also includes preparing special provisions and engineer's estimate for the project. The team is coordinating with affected utility agencies including Puget Sound Energy, Sammamish Plateau Water and Sewer District, MCI World Communications, Qwest, AT&T, and AT&T Cable Services. The Property Services agent is in the process of acquiring right-of-way and easements. Permit applications will be prepared after completing 95 percent design of the plan set.

There is on-going coordination with traffic engineers and developers to resolve design elements at the location just north of the intersection of East lake Sammamish Parkway SE and Issaquah-Fall City Road. The Project Manager is coordinating with Washington State Department of Transportation and the City of Issaquah on issues at the 229th Avenue SE intersection.

EXHIBIT B

EXHIBIT C



LINE	DIRECTION	DISTANCE
L1	S32°16'00"E	25.62
L2	S33°06'05"E	53.83
L3	S89°28'09"E	59.97
L4	S70°34'28"E	87.10
L5	S32°13'48"E	71.73

CURVE	RADIUS	LENGTH	DELTA
C1	552.19'	10.51'	01°05'25"
C2	35.00'	80.43'	131°40'22"
C3	630.14'	7.31'	00°39'54"



Date: WCL
 Designed: WCL
 Drawn:
 Checked By: _____ Date: _____

620 Kirkland Way Suite 100
 Kirkland, Washington 98033
 Phone: (206) 822-4446
 FAX: (206) 827-9577

Issaquah Highlands
 Black Nugget Road
 Lot 4 KCSP 380140

STORM POND TRACT
Legal Desc.Exhibit

Project No. 5160
 File No. 1of1
 Sheet No.

EXHIBIT D

R/W #
Parcel #

DRAINAGE EASEMENT

THIS INDENTURE made this 13th day of May, 19 97,
between Hall Baetz, nominee
hereinafter called the GRANTOR, and King County, Washington, a political subdivision of the State of
Washington, hereinafter called the GRANTEE.

WITNESSETH:

Whereas, the GRANTOR herein is the owner of that certain parcel of land described as follows:

SEE EXHIBIT A ATTACHED

\$1.00

The said GRANTOR, for and in consideration of _____
and other valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant,
bargain, sell, convey, and confirm unto said GRANTEE, its successors and assigns, a right of way easement
for a drainage facility over, through, across, and under the property hereinafter described, situated in King
County, Washington, being more particularly described as follows:

SEE EXHIBIT B ATTACHED

Said GRANTEE, its successors and assigns, shall have the right at such time as may be necessary,
to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said
drainage facility.

This property is being acquired under the threat of Eminent Domain Statutes of the State of
Washington.

IN WITNESS WHEREOF said GRANTOR has hereunto set his hand and seal the day and year
first above written.

[Signature]
GRANTOR

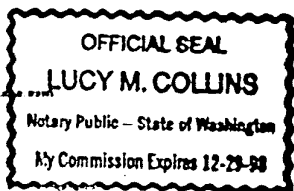
GRANTOR

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this day 14TH of MAY, 19 97, before me personally
appeared Hall Baetz
and _____

to me known to be the individual(s) described in and who executed the foregoing instrument, and
acknowledged that he signed and sealed the same as his free and voluntary act and deed, for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
NOTARY PUBLIC in and for the State of _____
My appointment expires: 12-29-98
Lucy M. Collins

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That portion of Lot 4 of King County Short Plat No. 380140 as recorded under recording No. 8110020922, records of King County, Washington, lying northerly of the north margin of S.E. Black Nugget Road as conveyed to King County by Deed recorded under recording No. 8910271559.

Proj. No. 5160
Lot 4 KCSP 380140
Drainage Easement
for Storm Pond
Legal Description

EXHIBIT "B"

That portion of Lot 4 of King County Short Plat No.380140 as recorded under Recording No. 8110020922, Records of King County, Washington, lying northerly of the north margin of S.E. Black Nugget Road as conveyed to King County by Deed recorded under Recording No. 8910271559 and lying southwesterly of the following described line:

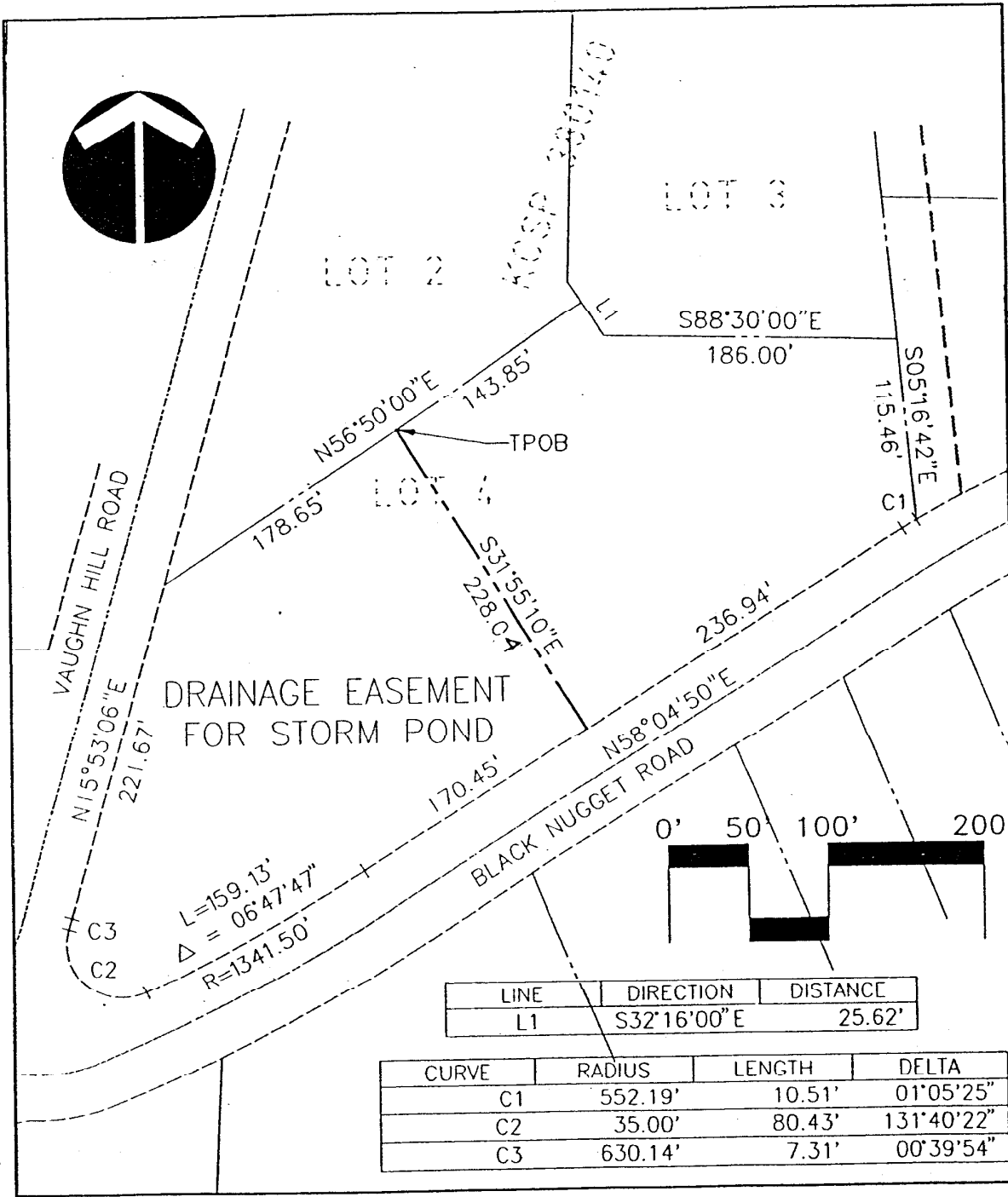
Commencing at the most northerly corner of said Lot 4 of Short Plat; thence South $56^{\circ}50'00''$ West along the most northwesterly line of said Lot 4 a distance of 143.85 feet to the TRUE POINT OF BEGINNING; thence leaving the northwesterly line of said Lot 4 South $31^{\circ}55'10''$ East, 228.04 feet to a point on the north margin of S.E. Black Nugget Road and the point of termination of this line.

Containing an area of 1.49 acres more or less.



5/14/97

EXHIBIT E



LINE	DIRECTION	DISTANCE
L1	S32°16'00" E	25.62'

CURVE	RADIUS	LENGTH	DELTA
C1	552.19'	10.51'	01°05'25"
C2	35.00'	80.43'	131°40'22"
C3	630.14'	7.31'	00°39'54"

Date WCL
 Designed WCL
 Drawn _____
 Checked By _____ Date _____

620 Kirkland Way Suite 100
 Kirkland, Washington 98033
 Phone: (206) 822-4446
 FAX: (206) 827-9577

Issaquah Highlands
 Black Nugget Road
 Lot 4 KCSP 380140
**DRAINAGE EASEMENT
 FOR STORM POND**
 Legal Desc.Exhibit

5160
 Project No. _____
 File No. _____
 1 of 1
 Sheet No. _____

5/14/97