

**2003.3.35**

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF KENT RELATING TO IMPROVEMENTS TO  
SOUTH 277<sup>TH</sup> STREET AND CONVEYANCE OF ROAD-RELATED PROPERTY**

**THIS IS AN INTERLOCAL AGREEMENT** between King County, a political subdivision of the State of Washington ("the County"), and the City of Kent, a municipal corporation of the State of Washington ("the City"). The County and the City are referred to collectively as "the parties."

**RECITALS**

- A. The County has a Capital Improvement Project ("CIP #500298") on South 277th Street from West Valley Highway to Frontage Road, known as the South 277th Street Reconstruction Project Phase III ("the Project").
- B. South 277th Street from West Valley Highway to Frontage Road is primarily in unincorporated King County.
- C. The Project will require widening South 277th Street so that it will be partially in unincorporated King County and partially in the City.
- D. The Project also includes improvements to the intersection of South 277th Street and West Valley Highway, which will be partially in unincorporated King County and partially in the City on the Project's completion.
- E. The County will need to acquire real property, easements and permits within the City in order to construct the Project.
- F. The County and the City agree that the construction of the Project will provide an important link in the regional transportation system.
- G. The parties are each authorized to enter into this Agreement pursuant to RCW Chapter 39.34 (the Interlocal Cooperation Act)

NOW, THEREFORE, the parties hereby agree as follows:

**AGREEMENT**

**1. PURPOSE**

This Agreement sets forth each party's role and responsibility for the property acquisition, permitting, and construction of the Project and subsequent operation and maintenance of the roadway after the completion of the Project.

**2. PROJECT DESCRIPTION**

The Project includes the design and construction of Phase III of the improvements to the South 277<sup>th</sup> Street Reconstruction Project. Phase III involves the widening of South 277<sup>th</sup> Street from the West Valley Highway intersection to Frontage Road (on the east side of SR 167) from two through lanes to four through lanes including construction of associated drainage facilities, storm sewer system improvements, construction of pedestrian and bicycle lanes, and the intersection improvements. The intersection improvements include updating the traffic signal system, extending left turn pockets, extending the southbound right turn lane, adding a northbound right turn lane, and raising

the roadway above the floodway between South 277th Street and 550 feet north and south of the intersection.

**3. PROPERTY ACQUISITION**

3.1 Except as described in Section 3.2, the County will acquire, by negotiated purchase, eminent domain or otherwise, all real property, easements and other rights or interests in property for the Project, whether located within the corporate limits of the City or in unincorporated King County, that are necessary, in the County's judgment, to complete construction of the Project. The City shall use its best efforts to assist and cooperate in the County's acquisition efforts. The City consents to the County's exercise of eminent domain within the corporate limits of the City for purposes of the Project.

3.2 If the County so requests, the City shall acquire, by negotiated purchase, eminent domain, or otherwise, real property, easements and other rights or interests in property for the Project located within the corporate limits of the City. In the event the County requests the City's assistance for the acquisition of real property for the Project, the County agrees to pay all of the City's costs associated with this work, including but not limited to consultant appraisers, negotiators, expert witnesses, and attorneys. Payment shall be made as described in Section 11.

**4. PERMITS**

The County will be responsible for obtaining required permits for the Project. The City will endeavor to expedite any permits required by the County from the City. The City will charge only actual time for permit staff review work.

**5. CONSTRUCTION**

5.1 The County shall provide the engineering, administrative, inspection, and clerical services necessary for the completion of the Project.

5.2 The City may furnish an inspector to insure proper compliance with requirements during the construction of the Project. The City's inspector shall advise the County of any deficiencies noted. The County shall either correct the deficiencies or provide an explanation in writing to the City detailing the reasons why the deficiencies will not be corrected. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance.

5.3 Construction activities, including traffic detours within the city limits, shall be subject to review and concurrence by the City Engineer, City Transportation Engineering Manager, or City Construction Manager. For those improvements on West Valley Highway that lie within the Kent City limits, the plans must be approved by the City Engineer prior to the City issuing the County a permit for said work. Any field changes in work or improvements during construction, that lie within the city limits, must be approved by the City.

**6. CONTACT PERSONS**

The parties will each appoint a contact person to act as liaison for the Project. These contact persons will meet as needed to provide coordination between the parties. Either party may change its contact person on written notice to the other party.

**7. AUTHORITY OF COUNTY ROAD ENGINEER**

- 7.1 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. All portions of the work and/or improvements that lie within the Kent city limits shall meet Kent City Public Works standards.
- 7.2 In performing the functions related to 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, City officer, or City department charged with street administration, except that changes from the City approved plans for those improvements to West Valley Highway that lie within Kent must be concurred in by the City Engineer.
- 7.3 Final acceptance of the Project following construction shall be by the County Road Engineer. The City Engineer shall inspect and accept work within the City. The County Road Engineer shall not accept work within the City without written approval from the City Engineer.

**8. BOUNDARY ADJUSTMENT**

Where the County or the City acquires right-of-way within the City to widen South 277<sup>th</sup> Street, the City and the County agree to take any steps that may be necessary to adjust the corporate boundary of the City so that South 277<sup>th</sup> Street is fully excluded from the corporate limits of the City and lies within the sole jurisdiction of unincorporated King County. This shall be accomplished as soon as practicable after final Project acceptance.

**9. OPERATION, SAFETY AND MAINTENANCE OF FACILITIES**

- 9.1 West Valley Highway Improvements. Upon final Project acceptance by the County Road Engineer following construction as described in Section 7.3, all portions of the Project that are related to West Valley Highway north of the the newly acquired right-of-way extended in a straight line across the intersection, shall be part of the City street system and the City shall have sole responsibility for the operation, safety and maintenance of those portions of the Project, together with all real property, easements and other rights or interests in property, whether located within the road right-of-way or off the road right-of-way, including, but not limited to, drainage facilities, street lights, landscaping, retaining walls, and traffic signs.
- 9.2 Traffic Signal System. The County will retain ownership and shall be responsible for continued operation, safety and maintenance of the traffic signal system at the intersection of West Valley Highway and South 277<sup>th</sup> Street.
- 9.3 Roadway and Drainage. The County will retain ownership and shall be responsible for continued operation, safety and maintenance of the South 277<sup>th</sup> St. roadway and drainage facilities within the King County road right-of-way and lying south of the newly acquired right-of-way line extended in a straight line across the intersection at the intersection of West Valley Highway and South 277<sup>th</sup> Street.

**10. CONVEYANCE OF ROAD RELATED PROPERTY**

Following final Project acceptance, the County shall convey to the City, and the City shall accept, the real property, easements and other rights or interests in property related to the roadway and drainage facilities on West Valley Highway north of the newly acquired right-of-way extended in a straight line across the intersection. The parties shall complete the conveyance as soon as practicable after final Project acceptance. The City shall accept such real property, easements and other rights or interests in property "as is." The County makes no warranty concerning them other than the contractor's warranties, if any.

**11. PAYMENT**

- 11.1 The County shall pay the City for actual costs incurred by the City for plan review, issuance of permits, inspections, property acquisitions and any other work the County may request.
- 11.2 Where the County specifically requests the City to perform certain work, prior to commencing said work, the City will provide the County an itemized estimate of the work to be performed by the City.
- 11.3 The City shall bill the County for actual expenses incurred, on no more than a monthly basis. All payments shall be due within 30 days of the billing date. The City may charge the County a late fee for any bills not paid by the due date. The late fee shall be calculated on an annualized interest rate of 12% on the amount outstanding.

**12. DURATION OF AGREEMENT**

- 12.1 This Agreement shall remain in effect until all of its obligations have been performed or it is terminated pursuant to Section 12.2.
- 12.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, the County may, with thirty (30) days written notice to the City, terminate this Agreement.
- 12.2 The provisions of Section 9, Operation, Safety and Maintenance of Facilities, shall survive the expiration or termination of this Agreement.

**13. SEVERABILITY**

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.

**14. HOLD HARMLESS AND INDEMNIFICATION.**

To the extent permitted by state law, and for the limited purpose set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection 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 act provisions of Title 51 RCW. The provisions of this subsection shall survive the expiration or termination of this Agreement with regard to any event that occurs prior to or on the date of such expiration or termination.

15. OTHER PROVISIONS

- 15.1 Entire Agreement. This Agreement contains the entire agreement of the parties concerning the matters contained herein and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 15.2 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- 15.3 Right of Entry. 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.
- 15.4 No Waiver. 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.
- 15.5 No Third-Party Rights. 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.
- 15.6 Headings. 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.

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

KING COUNTY

CITY OF KENT

\_\_\_\_\_  
Ron Sims, County Executive

  
\_\_\_\_\_  
Jim White, Mayor

\_\_\_\_\_  
Date

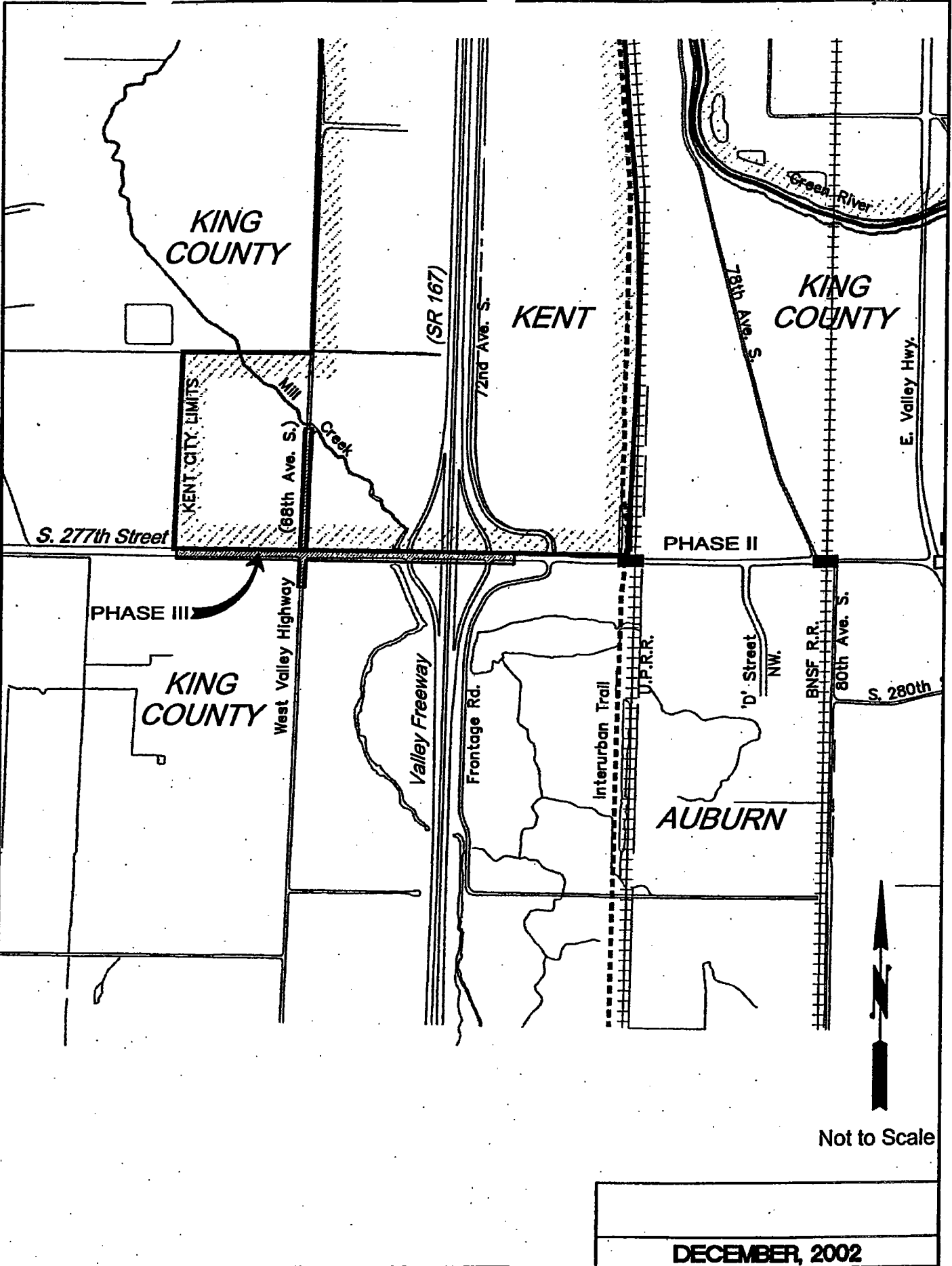
\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

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

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



Not to Scale

DECEMBER, 2002