

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF DUVALL FOR CONSTRUCTION, USE AND  
OPERATION OF JOINT USE PARKING FACILITY**

This Agreement is made and entered into this 13<sup>th</sup> day of April, 2000, by and between KING COUNTY, a home rule charter County of the State of Washington, acting through its Department of Transportation (hereinafter referred to as "County") and the CITY OF DUVALL, a municipal corporation of the State of Washington (hereinafter referred to as "City"), collectively referred to as the "Parties."

**RECITALS**

Whereas, it has been determined that a single new parking lot in this area for use by County park-and-ride users and public users is feasible, financially advantageous to both parties and in the public interest;

Whereas, the County has received FTA funding for design and construction of a joint use facility.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants herein, the parties agree as follows:

**AGREEMENT**

**1. DEFINITIONS**

For purposes of this Agreement, the terms underlined in the numbered paragraphs of this Section 1 shall have the meanings set forth below:

- 1.1 City – The City of Duvall, Washington, a municipal corporation
- 1.2 City Council – The Council of the City of Duvall
- 1.3 County – King County, a home rule charter County of the State of Washington
- 1.4 Director – King County Director of Transportation, as now designated, or as designated in any future King County reorganization plan.
- 1.5 Project – Design and construction of a new parking lot of no less than 49 stalls and all related improvements. The site for this Project is the northwest corner of SR 203 and Woodinville-Duvall Road on property owned by the City of Duvall.
- 1.6 Joint Use Parking Facility – Upon completion of the Project, the new parking lot constructed by the County pursuant to this Agreement, will be jointly utilized by the County and the City during the term of this agreement.
- 1.7 City Project Manager – The individual(s) assigned by the City to carry out the responsibilities of this Agreement through completion of the Project, and subsequently the individual(s) who will be assigned by the City to oversee the administration of the Joint Use Parking Facility on behalf of the City over the term of the agreement.

- 1.8 County Project Manager – The individual(s) assigned by the County to carry out the responsibilities of this Agreement through completion of the Project, and subsequently, the individual(s) who will be assigned by the County to oversee the administration of the Joint Use Parking Facility on behalf of the County over the term of the agreement.
- 1.9 Maintenance Standards and Practices – The standards and practices governing the ongoing maintenance and administration of the Joint Use Parking Facility.

**2. PURPOSE**

This Agreement commits the City and the County to jointly develop and operate joint use parking facilities designed to serve patrons of the Snoqualmie Valley Trail and King County, Metro Transit, McCormick Park, and Duvall Central Business District. This Agreement specifically outlines the terms and conditions by which the parties have agreed to design and construct the facilities and subsequently to operate and maintain them.

### 3. DURATION

The term of this Agreement shall begin on the date this Agreement is executed by both parties and shall expire twenty-five years from the date that this agreement is executed.

### 4. CONSTRUCTION

- 4.1 General. The County shall be responsible for construction of the Project. Final design shall include the detailed engineering design, preparation of plans, specifications, and cost estimates for the project. Construction services shall include preparation of bid documents, advertisement and award of all contracts, acquisition of all required permits, management of contractors, and project close-out.
- 4.2 Contracting. The County may accomplish the required work either with its own forces or through consultant and construction contracts with other entities. All consultant and construction contracts shall include and comply with applicable public works and procurement laws and regulations, including but not limited to the Rule 171 Tax Exemption. The County will include termination for convenience and termination for lack of funding provisions in all third party contracts.
- 4.3 Indemnification. All consultant and construction contracts shall include the City as a third party beneficiary indemnified by the contractor or consultant to the same extent as the County is indemnified.
- 4.4 DBE and Apprenticeship Program Requirements. Contracts with third parties to perform any work under this Agreement shall include in any third party contract the requirements for implementation and compliance with the County's DBE and Apprenticeship program requirements as established in the King County Code.
- 4.5 Recycled Products. To the extent practicable and economically feasible, the County agrees to provide a competitive preference for recycled products to be used in the project.
- 4.6 Design Criteria. The City and the County agree to the plan for the Project as shown in Exhibit A, which plan is incorporated herein by reference. Modifications and refinements to this plan may be made, as needed or required, provided the key elements and assumptions of the plan are carried forward into final design.
- 4.7 Contract Administration. The County shall be responsible for the management and administration of all subcontracts it enters into for the performance of its responsibilities under this Agreement. The County shall submit a monthly written report to the City identifying work progress, expenditures by month and to-date, schedule adherence, change orders executed, and any other matters significant in the performance of this Agreement. The County shall review, inspect, and approve the work in progress. Prior to final acceptance of a contractor's work by the County, the County and the City shall participate jointly in periodic and final inspections of the contractor's work.
- 4.8 Changes. The County shall not agree to any change in the specifications, or other terms of the work on the project without prior consultation with the City's Project Manager or designee. The County shall document the person contacted, the date and time of contact, and a summary of the discussion. The County shall not approve any substantial change in scope or specification of the Project without prior written consent from the City's Project

Manager or designee. The County shall contact the City regarding any extra work or proposed changes prior to negotiating each proposed change with the Contractor. Proposed changes shall include materials proposed as equal. The County shall provide the City a copy of all executed change orders to the Project.

- 4.9 Permits, Approval, and Community Relations. The City shall be responsible for obtaining all necessary City-issued permits, licenses, easement, and approvals necessary to construct and occupy the Project and shall pay all fees and costs associated therewith. The contractor shall be responsible for obtaining all other permits. The City shall be responsible for conducting all necessary community relations activities related to the Project.
- 4.10 Environmental. The City will be the lead agency for SEPA environmental review and will take responsibility for fulfilling all procedural SEPA requirements for the Project. King County will review and comment on all environmental documents. The City will allow King County at least two weeks for each review and comment period.
- 4.11 Final Inspection and Acceptance. Upon completion of the Project, the County will inspect all aspects of the Project, and, if needed, prepare a written punch list of deficient work. The County will transmit within ten (10) working days of said inspection the punch list which shall identify the corrective work that is needed. When the Contractor has completed the work identified on the punch list, it will request in writing a reinspection from the County. Within five (5) working days of receipt of this written request, the County will reinspect all work, and, if needed, again prepare a written punch list of work not completed, which it will transmit to the City within five (5) days of the reinspection. Said punch list shall identify the corrective work needed with specificity. When the County and City determine through inspection that the requirements of the contract documents have been met, the County will provide written notice of acceptance. The parties agree that time is of the essence and agree to work cooperatively to meet or exceed this schedule. The City will inspect for occupancy and permit compliance.
- 4.12 As-Builts. The Contractor shall supply the County and City with as-built documentation for the Project before final acceptance and final payment. The as-built drawings must be reviewed and accepted by the City prior to occupancy.

## 5. PAYMENT

The County agrees to pay for design, construction and administration of the Project construction including any change orders as consideration for its joint use of the parking area constructed under this agreement.

## 6. OWNERSHIP, AND MAINTENANCE OF JOINT USE PARKING FACILITY

- 6.1 Ownership. Upon completion of the Project, the City will retain title to both the land and the resulting improvements.
- 6.2 Joint Use Agreement. The County shall have use of the parking facility developed pursuant to this agreement for a period of twenty-five years from the date this agreement is executed. During this agreement, the parties agree the joint use parking facility will be monitored and signed to insure that the incidental use of the lot by other users does not

conflict with or interfere with full use of the resource by County transit users during peak commuter hours, for the purposes of this Agreement defined as the hours of 5:00 a.m. until 10:00 a.m., Monday through Friday. County park-and-ride patrons will have priority to use the Joint Use Parking Facility from 5:00a.m. to 10:00 a.m., Monday through Friday. These hours may be modified as necessary to cover the morning transit runs if the transit schedule is modified in the future. For all other times, the Joint Use Parking Facility will be available to be shared with other parking stall users. The parties shall install appropriate signage or other enforcement methods to enforce preferential use. Parking management practices designed to enforce these rights, including, but not limited to vehicle towing, will be jointly formulated by the parties and enforced by the City as required.

- 6.3 Security. Upon receipt of an invoice, the County will pay a \$600.00 annual security payment to the City. The first payment shall be prorated for the full months remaining in the year after the County issues notice of acceptance of the Project. In the second and subsequent years, the security payment amount shall be adjusted annually by the percentage increase in the United States Department of Labor CPI-U (All Cities) for the same period of time.
- 6.4 Maintenance. The City agrees to maintain the Joint Use Parking Facility over the twenty-five year term of the agreement according to City standards. Maintenance responsibilities will commence on the date that the Project is accepted, as set forth in Section 4.11.

## 7. LEGAL RELATIONS

- 7.1 Relationship. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of the City or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the County. Similarly, no employees or agents of the County or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the City.
- 7.2 Indemnity. To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying party, its contractors, and/or employees, agents, and representatives in performing the indemnifying party's obligations under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City or its contractors, employees, agents, or representatives, and the County or its contractors, employees, agents, or representatives, each party's obligation hereunder applies only to the extent of the negligence of such party or its contractor or employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose each party specifically waives, as to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

7.3 Remedies/Waiver. Each party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

Neither payment by the County nor performance by the City shall be construed as a waiver of the other party's rights or remedies against the other. Failure by either party at any time to require full and timely performance of any provision of the Agreement shall not waive or reduce the party's right to insist upon complete and timely performance of such provisions thereafter.

7.4 Applicable Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington in effect on the date of the execution of this Agreement. The Superior Court for King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

The provisions of this section shall survive the expiration or termination of this Agreement.

## 8. **INSURANCE**

The County shall require its contractors and consultants to list the City as an additional insured on any insurance policies required in the Contract documents for the Project and will transmit a copy of all insurance certificates and endorsements to the City.

## 9. **NOTICE**

All notices to the County required under the terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

King County Department of Transportation  
201 South Jackson KSC-0413  
Seattle, Washington 981104  
Attention: David Feltman, Capital Projects Coordinator

All notices to the City required to be given under the terms of this Agreement unless otherwise specified herein, or as may be amended, shall be given in writing as follows:

City of Duvall  
Department of Public Works  
P.O. Box 1300  
Duvall, Washington 98019  
Attention: Elizabeth Goode, Director of Public Works

## 10. **PUBLICITY**

All news releases and public reports issued by the City or the County describing any activity on the Project involving both parties shall include a reference to the other party. Neither party should release any information about the Project to the news media or to the public without the prior consent of the other. The rules that govern publicity for the Project shall apply to parking management of the Joint Use Parking Facility for the term of the twenty-five year agreement.

**11. TERMINATION**

11.1 Project. Prior to written notice of acceptance of the Project, per Section 4.11, either the City or the County has the right to terminate the Agreement. If the City exercises this option, it must notify the other party of its intention in writing and reimburse the County for the costs it has incurred from the date this Agreement is executed, including reasonable termination costs.

11.2 Joint Use Parking. If the City elects to revoke the County's right to use the Joint Use Parking area any time during the twenty-five-year agreement, it must give the County a minimum of two (2) years advance notice of any change in use and it must compensate the County and FTA for the residual value of the improvements based on a twenty-five year useful life, inclusive of design and construction costs. If the County elects to discontinue its use of the Joint Use Parking any time within the twenty-five-year agreement, it must give the City no less than one (1) month notice of its intent to discontinue its use and the County would be responsible for any repayment due FTA for grant funds. At the end of this notice period, the County would agree to relinquish all rights to the Joint Parking Facility.

**12. ADDITIONAL PARKING/ALTERNATE ACCESS**

The City reserves the right to develop additional parking of undeveloped portions of the site for general purpose parking at its expense and with appropriate signage, subject to County approval of such improvements as not interfering with commuter use of the Project depicted in Exhibit A.

If, in the future, the City proposes and decides to extend Railroad Avenue or other access roads to the boundary of the park-and-ride improvements, the City may designate this roadway as an additional or alternate exit from the joint use parking facility. If and when this exit is approved and in service the City may, at its expense, redevelop the elevated portion of the property abutting Main Street for unrestricted public parking or other uses subject to County approval of such improvement as not interfering with passenger loading areas and bus zones. The City shall ensure the equivalent number of disabled parking spaces for transit users is maintained with immediate access to the Main Street bus loading zone, subject to County approval of such improvements as not interfering with passenger loading areas and bus pull out zones. The Main Street exit may be closed upon City redevelopment provided safe two-way access is provided to the upper parking level.

**13. FUTURE DEVELOPMENT**

If, in the future, the City makes a policy decision to extend Railroad Avenue or other public access roads to Bird Street for through traffic purposes, King County will cooperate with City designers as appropriate. Any potential redesign of the parking facility must retain the basic features of the transportation-oriented site, including internal roadways for parking facility users, disabled parking areas, passenger loading areas and bus loading zones. Prior to any redesign of the subject site, King County must make a determination that such improvements do not interfere with the provision of safe, convenient and attractive transportation services for King County Metro patrons. If a proposal cannot be reached which satisfies these objectives, the City may terminate this agreement subject to the conditions of paragraph 11 and proceed with its through-traffic project. The City may develop, at its expense, unrestricted offsite public parking, in addition to that discussed in paragraph 12, which may be accessed from the joint use parking facility, subject to

approval of King County on location and design of access points to the joint use parking facility and driveways traversing the site, if any.

**14. RESTRICTED ACCESS**

An access point shall be developed in the southwest corner of the joint use parking facility to provide restricted access for County and City maintenance and emergency vehicle access, and the movement of two mobile homes and the depot building located on private property to the south of the City property. Bollards will be located at the city property line as shown on the attached Exhibit A.

**15. ENTIRE AGREEMENT**

This document is the complete expression of the terms agreed to by the parties. Any oral or written representation or understandings not incorporated herein are excluded.

**16. DISPUTE RESOLUTION**

The parties agree to use their best efforts to resolve disputes and other matters arising out of the design and construction of the Project or the ongoing administration of the agreement for the Joint Use Parking Facility. If an issue cannot be resolved by the City Project Manager and the County Project Manager, either party may invoke a formal conflict resolution process.

The first step in the process is a meeting including King County's Manager of Service Development and the City's Director of Public Works. If these two parties cannot resolve the issue in a timely manner, the second step in the conflict resolution process will be invoked. The second step is a meeting between the County Executive and the Mayor of Duvall. The parties agree to exhaust all steps of the dispute resolution process before seeking redress in a court of law or other tribunal.

**17. SEVERABILITY**

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, the duly authorized representatives of the City and the County have signed this Agreement.

**CITY OF DUVALL**

By   
\_\_\_\_\_  
Mayor, City of Duvall  
Date: 4-13-2000

**KING COUNTY**

By   
\_\_\_\_\_  
Rick C. Walsh  
General Manager, KC Metro Transit  
Date: 5/4/00

APPROVED AS TO FORM:

By 

Duvall City Attorney

Date: 4/27/00

APPROVED AS TO FORM:

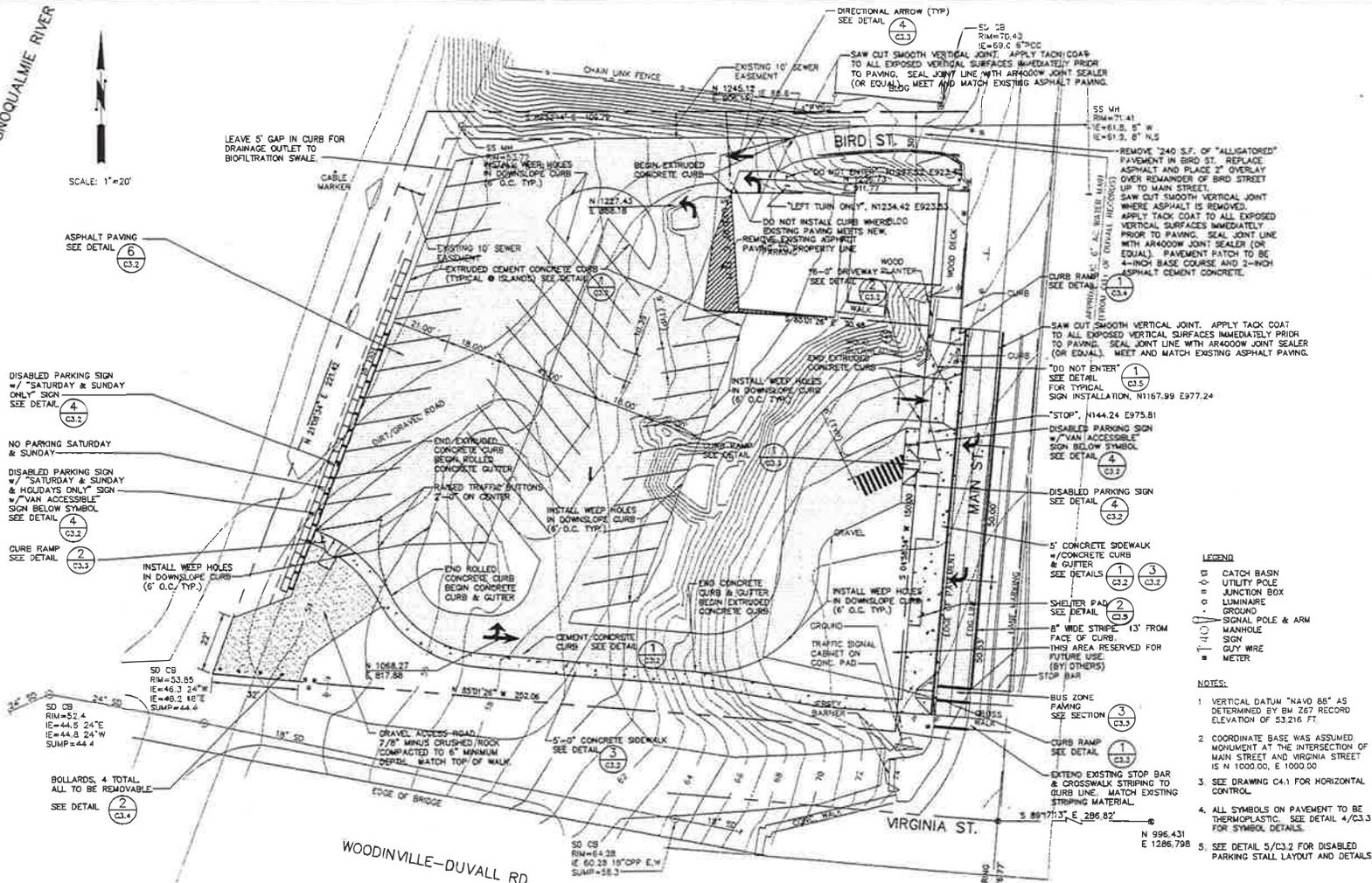
By 

King County Prosecuting Attorney

Date: 5-1-00

SNOQUALMIE RIVER

SCALE: 1"=20'



PARKING	COUNT	%
REGULAR	47	96%
HANDICAP	2	4%
TOTAL	49	100%

- LEGEND**
- CATCH BASIN
  - UTILITY POLE
  - JUNCTION BOX
  - LUMINAIRE
  - GROUND
  - SIGNAL POLE & ARM
  - MANHOLE
  - SIGN
  - GUY WIRE
  - METER

- NOTES:**
- 1 VERTICAL DATUM "NAVO 86" AS DETERMINED BY BM 287 RECORD ELEVATION OF 53.216 FT
  - 2 COORDINATE BASE WAS ASSUMED MONUMENT AT THE INTERSECTION OF MAIN STREET AND VIRGINIA STREET IS N 1000.00, E 1000.00
  - 3 SEE DRAWING C4-1 FOR HORIZONTAL CONTROL
  - 4 ALL SYMBOLS ON PAVEMENT TO BE THERMOPLASTIC. SEE DETAIL 4/C3.3 FOR SYMBOL DETAILS.
  - 5 SEE DETAIL 5/C3.2 FOR DISABLED PARKING STALL LAYOUT AND DETAILS

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

**(EXHIBIT A)**

PR: OCT 01, 1999 09:44 A. MC P: 11998166057 CAD/VMS/ESH - 10/CAD/VMS/ESH/ESH

No.	REVISION	BY	APP'D	DATE

**SYMONDS**  
CONSULTING ENGINEERS



DESIGNED:	CHECKED:
DRAWN:	DATE:
SCALE:	1"=20'
APPROVED:	CONTRACT NO.:



DEPARTMENT OF TRANSPORTATION  
DUVALL PARK & RIDE

PAVING & STRIPING  
PLAN

DATE:	AUGUST 1999
FILE NO.:	
DRAWING NO.:	C3.1
SHEET NO. OF:	7 - 17