

**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 13th 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