

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF DUVALL  
REGARDING IMPROVEMENTS TO  
NE CHERRY VALLEY ROAD**

**THIS AGREEMENT** is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”), and the City of Duvall (“the City”) regarding improvements to NE Cherry Valley Road in unincorporated King County. The County and the City are collectively referred to as “the Parties.”

**RECITALS**

- A. The City has a capital improvement project, “Cherry Valley Road, Main Street to 3<sup>rd</sup> Avenue” (the “Project”) to design and construct pedestrian and bicycle improvements on Northeast Cherry Valley Road from Northeast Allen Street to 3rd Avenue Northeast.
- B. A segment of the Project is located within unincorporated King County. This segment is from NE Allen Street to the unimproved 1<sup>st</sup> Ave NE right-of-way. The remainder of the project is located within City of Duvall right-of-way.
- C. The City desires to construct a sidewalk and bicycle lane on the south side of NE Cherry Valley Road and include the segment in the Project within unincorporated King County.
- D. The Project is located east and west of a separate sidewalk and bicycle facilities project being constructed as part of the Cherry Valley Elementary Project.
- E. The Project will provide safe walking facilities for Cherry Valley Elementary School, which is located within the Project limits.
- F. The City has identified full funding for design and construction of the Project in its Capital Improvement Program, and has obtained a Transportation Improvement Board (TIB) grant to complete the Project. See Exhibit A.
- G. The City is willing to take ownership of the segment of the Project that is now in unincorporated King County.
- H. It is in the best interests of the City and the County to complete the Project and provide uninterrupted improvements within the Project limits.

NOW, THEREFORE, the parties agree as follows:

## **AGREEMENT**

### 1. PURPOSE

The purpose of this Agreement is to set forth the Parties' respective roles and responsibilities relating to the Project.

### 2. SCOPE OF WORK

The scope of work for the Project includes design and construction of a sidewalk and bicycle lane on the south side of Northeast Cherry Valley Road from Northeast Allen Street to 3<sup>rd</sup> Avenue Northeast. The improvements installed within the unincorporated King County right-of-way span approximately 480 linear feet within the Project.

### 3. GENERAL RESPONSIBILITIES

- 3.1 All improvements related to the Project shall be completed in accordance with City of Duvall and King County Road Standards and all applicable requirements including but not limited to King County Code Titles 14 and 21A.
- 3.2 The City shall be the lead agency for the Project with regard to plans, specifications, estimates (PS&E), environmental review, right-of-way acquisition, permitting and construction.
- 3.3 The City shall obtain a Right-of-Way Use Permit in accordance with King County Code 14.28.
- 3.4 The County Road Services Division shall perform all inspections related to the County segment of the Project and provide any comments or corrections to the City inspector.
- 3.5 The City shall update the County on its progress in designing and constructing the Project at a mutually agreeable time.
- 3.6 The County hereby grants the City right of entry into the jurisdiction of the County for the purpose of performing any and all tasks necessary to implement this Agreement.
- 3.7 The County Road Services Division Director or designee and the City Public Works Director or designee shall serve as liaison for the purpose of this Agreement. The designated contact persons shall meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the Parties.

### 4. CONSTRUCTION CONTRACT BIDDING

- 4.1 The City shall provide the County a minimum of one copy of the plans and

specifications advertised for bid, and an electronic file of the contract documents.

4.1.1 The city shall obtain a County ROW use permit for the County portion of the Project prior to advertisement.

4.2 The City shall comply with Duvall Municipal Code 3.12.050 in awarding the contract for the Project.

4.3 The City shall open the bids and shall notify the County of the time and date of the bid opening, which is typically two to three weeks after the Project is advertised. The County may attend the opening of the bids.

4.4 The City shall award the contract to the lowest responsible bidder for the total Project subject to applicable laws and regulations.

4.5 The City shall require that the County is included as an additional insured on the Project contractor(s) insurance policy(s), and that the County is included in the Project contract(s) indemnification provisions and receives the same protection as received by the City.

4.6 The City assures the County that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.

4.7 In connection with this Agreement, neither the City nor any party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. The City shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations that prohibit such discrimination.

## 5. CONTRACT ADMINISTRATION

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

5.2 The City shall provide lead inspection services for the project. The County shall furnish an inspector at the City's expense, to periodically monitor compliance with requirements during the construction of the Project within the County owned right-of-way. The County's inspector shall advise the City of any deficiencies from the approved construction plans.

5.3 Prior to the Project completion, the Parties shall perform a mutual final inspection of the Project. Final acceptance of the County segment of the Project shall be by the County Road Engineer or designee.

6. PAYMENT

- 6.1 The City shall be responsible for the full cost of the Project including, but not limited to, design, construction, and inspection.
- 6.2 The City shall reimburse the County for all costs to inspect the County segment of the Project.
- 6.3 The County shall establish a budget of \$1,500 for the cost of right-of-way inspection. The County shall notify the City if the cost of inspection exceeds \$1,500.

7. BOUNDARY ADJUSTMENT

The City and the County will work together to effect a boundary adjustment in which the City takes ownership of the segment that is currently within unincorporated King.

8. DURATION/TERMINATION

- 8.1 This Agreement shall remain in effect until final acceptance of the Project by the County and the City.
- 8.2 If expected or actual funding is withdrawn, reduced or limited in any way, or if Federal funding requirements affect the Project, prior to the completion of the Project, either party may, with thirty (30) days written notice to the other party, terminate this Agreement.
- 8.3 In the event of termination prior to completion of the Project, the party requesting termination shall pay all direct and indirect phasing-out costs. Payable termination costs shall not exceed the actual costs incurred as a result of termination of this Agreement.
- 8.4 Either party may terminate this Agreement for default in the event the other party materially breaches this Agreement. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the manner in which said party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice; provided, however, such termination shall not take effect if the default has been cured within seven (8) calendar days after the date of the notice of termination.

9. INDEMNIFICATION AND DEFENSE

- 9.1 Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or