



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**May 22, 2017**

**Ordinance 18522**

**Proposed No. 2017-0133.1**

**Sponsors Dunn and Lambert**

1           AN ORDINANCE authorizing the King County executive  
2           to execute an interlocal agreement with the city of Issaquah  
3           to conduct a traffic corridor study along Issaquah-Hobart  
4           Road Southeast continuing as Front Street South from State  
5           Route 18 to Northwest Gilman Boulevard.

6           STATEMENT OF FACTS:

7           1. The Issaquah-Hobart Road Southeast and Front Street South corridor  
8           from State Route 18 to Northwest Gilman Boulevard ("the corridor") is  
9           partially in the city of Issaquah and partially in unincorporated King  
10          County.

11          2. Issaquah Hobart Road SE is part of a regional traffic corridor that is  
12          experiencing increased traffic and travel time.

13          3. King County is partnering with the city of Issaquah to conduct a traffic  
14          study of the corridor to develop potential options to address traffic  
15          congestion.

16          BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

17          SECTION 1. The executive is hereby authorized to execute an interlocal

18 agreement with the city of Issaquah to conduct a comprehensive traffic corridor study, in  
19 substantially the form of Attachment A to this ordinance.

20

Ordinance 18522 was introduced on 3/27/2017 and passed by the Metropolitan King  
County Council on 5/22/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

RECEIVED  
2017 MAY 25 PM 3:53  
CLERK  
KING COUNTY COUNCIL

ATTEST:

Melani Pedroza, Acting Clerk of the Council

APPROVED this 25<sup>th</sup> day of May, 2017.

Dow Constantine, County Executive

**Attachments:** A. Interlocal Agreement Between King County and the City of Issaquah

**Interlocal Agreement Between  
King County and the City of Issaquah  
For a Traffic Corridor Study at Issaquah-Hobart Road SE/Front Street  
Between State Route 18 and Gilman Boulevard**

This Interlocal Agreement ("Agreement") is entered into by the City of Issaquah, a Washington first class city and municipal corporation ("City") and King County, a home rule charter county of the State of Washington, through its Department of Transportation ("County" or "KCDOT"), either of which may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**RECITALS**

- A. The City has a project to provide a traffic Corridor study ("Traffic Study") of the Issaquah-Hobart Road SE from SR 18 to SE 96th Street and Front Street South from SE 96th Street to NW Gilman Boulevard Corridor ("Corridor").
- B. Part of the Traffic Study area is in the City and part is in the County.
- C. The County is requesting the City to include the County portion of the Corridor in the Traffic Study.
- D. The City is willing and able to include the County portion of the Corridor in the Traffic Study.
- E. The County has agreed to pay the City for including the County portion in the Traffic Study.
- F. The City and the County now desire to set forth the terms and conditions by which the City will perform the Traffic Study.
- G. The Parties are authorized by RCW Chapter 39.34 to enter into an interlocal cooperation agreement of this nature.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the Parties hereto agree as follows:

**AGREEMENT**

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions and the respective roles and obligations of the Parties to provide for the Traffic Study along the

Corridor. The City shall perform all the necessary services and tasks for the Traffic Study in consultation with the County.

**2. SCOPE OF WORK**

The Traffic Study shall include data gathering, detailed analysis of the Corridor and intersections utilizing traffic modeling software and developing a list of short term and long term solutions to mitigate the collisions and congestion along the Corridor.

The Traffic Study area encompasses Issaquah-Hobart Road SE from SR 18 to SE 96th Street and Front Street South from SE 96th Street to NW Gilman Boulevard. The study Corridor is approximately 8.2 miles long with the County having responsibility for 6.0 miles and the City having responsibility for 2.2 miles. The study area includes two (2) King County signalized intersections and five (5) city of Issaquah signalized intersections in addition to five (5) marked crosswalks. There are three (3) high-volume, unsignalized side streets and numerous commercial driveways along the Corridor.

**3. CITY RESPONSIBILITIES**

- 3.1 The City shall be the lead agency for the Traffic Study with regard to procuring and supervising a consultant and all other matters pertinent to the accomplishment of the Scope of Work.
- 3.2 The City shall be the lead agency in developing the request for proposal (RFP) for the Traffic Study.
- 3.3 The City shall provide the administrative, clerical and other services necessary for the execution of the Traffic Study.
- 3.4 The City shall include the County in all meetings and correspondence with the consultant that pertain to the County portion of the Corridor or the Traffic Study.
- 3.5 The City shall provide the County with all report drafts for review and comment. The City shall not finalize any reports pertaining to the County portion of the Corridor until after approval by the County.
- 3.6 The City shall provide the County a copy of the Traffic Study report and recommendations upon completion.

**4. COUNTY RESPONSIBILITIES**

- 4.1 The County hereby gives authority to the City to work within the County road rights-of-way for the purpose of performing any and all tasks necessary to complete the Traffic Study.

- 4.2 The County shall review the request for proposal (RFP) prior to advertising the Traffic Study.
- 4.3 The County shall approve the RFP within five (5) business days after receiving the RFP documents from the City for approval prior to advertising.
- 4.4 The County shall attend all meetings that pertain to the County portion of the Corridor or meetings pertaining to the whole Traffic Study.
- 4.5 The County shall provide comments on all study drafts within two weeks of receiving the draft for review.
- 4.6 The County agrees to pay 50% of the Traffic Study costs not to exceed \$175,000.

**5. PAYMENT**

- 5.1 The County shall pay the City 50% of the Traffic Study costs not to exceed \$175,000.
- 5.2 The City shall invoice the County for its share based on actual costs. The City shall include back up documents with the invoice. The County shall pay the City no later than 30 days after the County receives the City's invoice.

**6. DURATION/TERMINATION**

- 6.1 This Agreement shall remain in effect until final acceptance of the Traffic Study and payment by the County of all monies due from the County to the City subject to the early termination provisions in Section 6.2 and 6.3.
- 6.2 The County's budget for the Traffic Study is fully funded in 2016, the second year of the County's current biennial appropriation. Funding for this Agreement beyond the County's current biennial appropriation is conditional upon appropriation by the Metropolitan King County Council of sufficient funds to support the County's obligations described herein. Should such appropriation not be approved, this Agreement shall terminate at the close of the current biennial appropriation. The appropriation year ends on December 31st of the second year of the biennial appropriation.
- 6.3 If expected or actual funding from sources other than the City and the County is withdrawn, reduced or limited in any way prior to the completion of the Project, either Party may, with thirty (30) days written notice to the other Party, terminate this Agreement.

6.4 In the event of termination prior to completion of the Project:

6.4.1 All direct and indirect phasing-out costs shall be paid by the Party requesting termination.

6.4.2 Termination costs payable shall not exceed the actual costs incurred as a result of termination of the Traffic Study.

6.4.3 The other Party shall be released from any further obligations under the Agreement.

## **7. FORCE MAJEURE**

The County or the City's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County or the City.

## **8. DISPUTE RESOLUTION**

8.1 In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally.

8.2 If the Parties are unable to resolve the matter informally, the matter shall be decided by the Director of the King County Road Services Division and the Public Works Director of the City. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation.

8.3 Unless otherwise expressly agreed to by the Parties in writing, both the County and the City shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

8.4 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction in King County Washington.

**9. INDEMNIFICATION and DEFENSE**

- 9.1 Each Party hereto agrees to protect, defend and indemnify the other Party, its officers, officials, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of or in any way resulting from the Party's default, or negligent act, error or omission in the performance of this Agreement, by the Party, its employees, subcontractors or agents. All claims, demands and obligations resulting from the concurrent negligence of the Parties shall be shared, based upon the percentage of fault attributed to each Party.
- 9.2 Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 9.3 Claims shall include, but not be limited to, defects or mistakes in plans, specifications and/or drawings, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- 9.4 The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

**10. OTHER PROVISIONS**

- 10.1 The City shall be deemed an independent contractor for all purposes and the employees of the City, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees or agents of the County.
- 10.2 Nothing contained herein is intended to, or 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.
- 10.3 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.

- 10.4 Each Party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- 10.5 The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 10.6 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.
- 10.7 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.8 This Agreement may be amended only by an instrument in writing, duly executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

**KING COUNTY**

**CITY OF ISSAQUAH**

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting  
Attorney

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