

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b> Council Approval of Interlocal Agreement with WSDOT for maintenance responsibility of fence and landscape maintenance
<b>DEPARTMENT:</b> Public Works
<b>PRESENTED BY:</b> Jesus Sanchez, Operations Manager

**PROBLEM/ISSUE STATEMENT:**

In 2005 the Washington State Department of Transportation (WSDOT) constructed a large detention pond on State-owned land on the southeast corner of the N 175<sup>th</sup> Street and Interstate 5 (I-5) intersection in the City of Shoreline. Original WSDOT plans called for a 6' high chain-link fence to be built around the perimeter of the pond for safety.

Also in 2005 the City of Shoreline completed construction of the N 175<sup>th</sup> Street East Gateway project which placed a Gateway monument on the south side of N 175<sup>th</sup> Street greeting eastbound traffic on N 175<sup>th</sup>.

The City of Shoreline wanted to provide a better appearance in the Gateway monument area and suggested to the State that the City of Shoreline standard metal fence in this space would improve the overall appearance of the site. After discussion with WSDOT officials it was agreed that the City would provide, at its own cost, 220 lineal feet of City standard fencing along the north boundary of the detention pond where the City Gateway is located. The 220 lineal feet of City of Shoreline fencing is priced at \$11,477.63. In return, WSDOT would reimburse the City for WSDOT's cost of the originally proposed 220 lineal feet of chain link fencing. The State cost for chain link fencing was established at \$6,407.00. Therefore, the overall City of Shoreline expense to improve this site is \$5,070.63.

A proposed Interlocal Agreement between WSDOT and the City of Shoreline has been drafted to formalize the terms and conditions of this agreement. Under the agreement the City provides 220 lineal feet of City-standard fencing and also agrees to maintain the landscape north of the new fence and in the area of the City Gateway. WSDOT agrees to manage and maintain the detention pond, provide chain link fencing around the other three sides of the pond and maintain all landscape areas south of the City provided fencing. While the dollar value of the funding is normally an administrative process, the signing of the agreement for maintenance responsibility requires City Council approval.

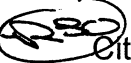
The State Attorney General's office has approved the form and content of the Interlocal Agreement as has the City of Shoreline City Attorney.

**FINANCIAL IMPACT:**

City of Shoreline Public Works Operations funding has been used to purchase the fencing is part of its annual work plan. There are sufficient funds for the maintenance costs in the existing Public Works Operations Programs.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the Interlocal Agreement to formalize the operations plan for this site.

Approved By:      City Manager  City Attorney *FPC*

**Interlocal Agreement**  
**GCA 4259**  
I-5 and NE 175<sup>th</sup> St.  
Construct and Maintain – Fence  
Maintain – Landscape Area

THIS AGREEMENT is made and entered into between the STATE OF WASHINGTON Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the City of Shoreline, 17544 Midvale Avenue North, Washington 98133-4921, hereinafter called the "CITY."

WHEREAS, the STATE is constructing a project called I-5, NE 175th ST to NE 205th ST, Northbound Auxiliary Lane, contract 6861, hereinafter called the "PROJECT," and

WHEREAS, the PROJECT provides for the installation of a chain link fence to surround the STATE's detention pond, and

WHEREAS, the CITY has asked to construct and maintain another style of fence, hereinafter referred to as the "FENCE," in lieu of a portion of the PROJECT chain link fence, and

WHEREAS, the STATE has agreed to contribute an amount equal to the estimated cost of a chain link fence toward the FENCE, and

WHEREAS, the CITY requests to maintain the PROJECT landscape area between the FENCE and the CITY's street, NE 175<sup>th</sup> St., and

WHEREAS, the STATE is agreeable to the CITY constructing and maintaining the FENCE and maintaining the PROJECT landscape area between the FENCE and the CITY's street, NE 175<sup>th</sup> St., and

WHEREAS, the STATE and CITY desire to clarify the construction, ownership and maintenance responsibilities of the CITY for the FENCE and PROJECT landscape area between the FENCE and the CITY's street, NE 175<sup>th</sup> ST.,

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,  
IT IS MUTUALLY AGREED AS FOLLOWS:

**1. CONSTRUCTION AND OWNERSHIP OF FENCE**

- 1.1 CITY shall construct the FENCE as shown on Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

- 2.3 If the CITY does not construct the FENCE prior to July 31, 2006, the STATE cannot contribute any monies toward the FENCE.

**3. MAINTENANCE OF FENCE AND LANDSCAPING**

- 3.1 The CITY agrees to maintain the FENCE, upon receipt of the letter of acceptance by the STATE as provided in section 1.5.
- 3.2 In the event the FENCE is damaged due to actions by a third party or the CITY, the CITY agrees to timely repair and/or replace the FENCE and agrees to be solely responsible for the costs of FENCE repair and/or replacement. If the CITY fails to repair the FENCE in a timely manner, the STATE may repair or replace the FENCE, and the CITY agrees to reimburse the STATE for all direct and indirect costs associated with said repairs and/or replacement of the FENCE. The STATE will bill the CITY within thirty days of the work to recover all costs associated with the repair or replacement of the FENCE, and the CITY agrees to remit payment within thirty days of receipt of the STATE's invoice. If the CITY fails to remit payment within sixty days of receipt of the STATE's invoice, the CITY agrees that the STATE may deduct the invoice amount from any motor vehicle fund monies due the CITY pursuant to RCW 47.24.050.
- 3.3 The CITY agrees to commence maintenance of the landscape area from the FENCE, north to NE 175<sup>th</sup> St., hereinafter the "AREA," upon completion of the PROJECT's first year plant establishment period. The STATE will notify the CITY upon completion of PROJECT plant establishment period. Upon receipt of STATE notification, the CITY will assume full maintenance responsibility for the AREA.
- 3.4 The CITY and STATE will work together to ensure that the fencing will be maintained to provide a barrier to the pond in the southeast quadrant of the Interstate 5 and NE 175<sup>th</sup> St Interchange.
- 3.5 The STATE and CITY representatives for FENCE and landscape maintenance work under this AGREEMENT are as follows:

STATE	CITY
Jim McBride, Area 5, Maintenance Superintendent WSDOT – Maintenance 10833 Northup Way NE Bellevue, WA, 98004-1415	Jesus Sanchez, Operations Manager City of Shoreline - Public Works 17544 Midvale Ave N Shoreline, WA 98133-4921
Phone: 425.739.3730	Phone: 206.546.2519
Email: mcbridj@wsdot.wa.gov	Email: jsanchez@ci.shoreline.wa.us

the claim, suit, or action for injuries, death, or damages (both to persons or property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence.

- 8.2 The CITY agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing FENCE construction, and/or maintenance of the FENCE and AREA while located on STATE-owned right of way. For this purpose, the CITY, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 8.3 This indemnification and/or waiver shall survive the termination of this AGREEMENT.

### 9. VENUE

- 9.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the last date written below.

CITY OF SHORELINE

STATE OF WASHINGTON  
DEPARTMENT OF  
TRANSPORTATION

Print name: \_\_\_\_\_

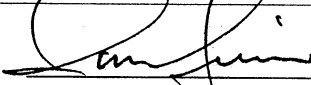
Title: \_\_\_\_\_

Date: \_\_\_\_\_

William S. Vlcek, P.E.  
Assistant Regional Administrator  
King and Snohomish Counties

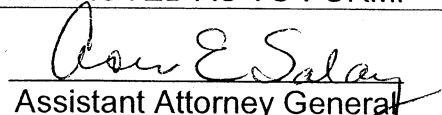
Date: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

  
City Attorney

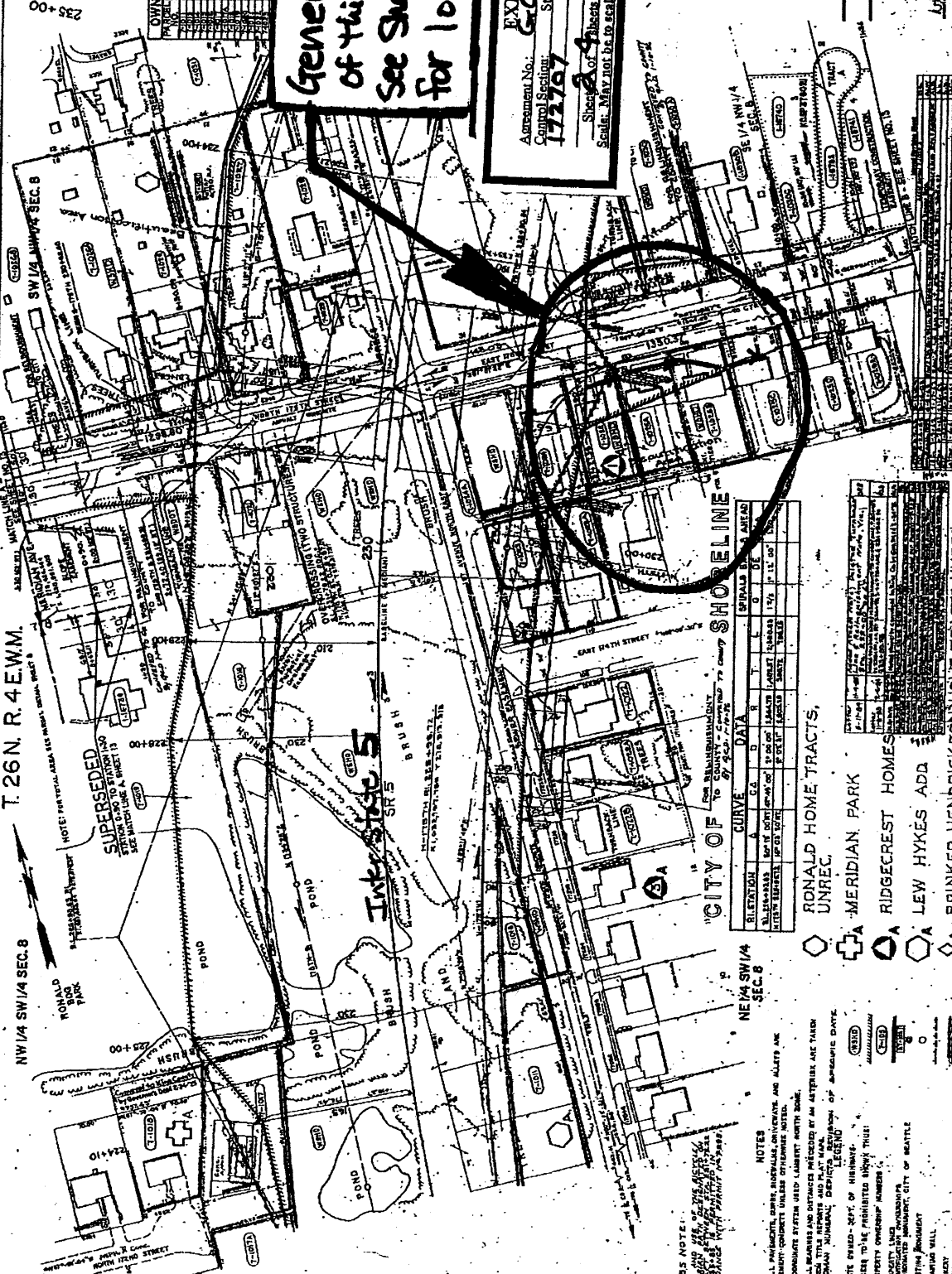
Date: 2/23/06

APPROVED AS TO FORM: \_\_\_\_\_

  
Assistant Attorney General

Date: 2-10-06

NO.	NAME	DATE	REMARKS
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**General location of this agreement. See Sheets 3 & 4 for location.**

**EXHIBIT A**  
 Agreement No. **GCA 4259**  
 Control Section: **5**  
 State Route: **5**  
 Sheet of **24** sheets  
 Date: **Oct. 2005**  
 Scale: **May not be to scale**

**Notes:**  
 Approved per State Highway Commission  
 Order Oct. 23, 1961

**Exhibit A**  
 SEATTLE FREEWAY  
 S. 148th St. to S. 200th St.  
 W. 148th St. to W. 200th St.

WASHER STATE HIGHWAY DEPARTMENT  
 1961  
 10/23/61

T. 26N. R. 4E.W.M.

NW 1/4 SW 1/4 SEC. 8

**SUPERSEDED**  
 SW 1/4 NW 1/4 SEC. 8  
 SEE SHEET 14 FOR SHEET 13

**Inter State 5**  
 SR 5

**CITY OF SHOULINE**

SECTION	CURVE	DATA	AREA
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RONALD HOME TRACTS, UNREC.

AMERIDIAN PARK

RIDGECREST HOMES

LEW HYKES ADD

BRINKER HENDRICKSON HOME TRACTS UNREC.

**ACCESS NOTES:**  
 ALL INFORMATION ON THIS MAP IS BASED ON THE RECORDS OF THE CITY OF SEATTLE AND THE COUNTY OF KING COUNTY. THE CITY OF SEATTLE AND THE COUNTY OF KING COUNTY ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION ON THIS MAP.

**NOTES:**  
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ALL MEASUREMENTS AND DISTANCES ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS AND DISTANCES ARE TO BE TAKEN AS SHOWN ON THIS MAP.

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