

5/15/81

INTRODUCED BY: Paul Barden

PROPOSED NO.: 81-323

MOTION NO. 5226

A MOTION authorizing the King County Executive to enter into an interlocal agreement with the City of Seattle to accomplish King County's contribution to the West Seattle Bridge Project.

WHEREAS, the King County Council has through Motion Nos. 4151 and 5070 indicated its intention to contribute up to \$10 million in support of the City of Seattle's West Seattle Bridge Project; and

WHEREAS, Motion No. 5070 specified that an interlocal agreement between the City and the County be developed which specifies the manner in which the County's contribution is to be disbursed and a method for adjusting the amount of the County's contribution should cost savings be achieved or new revenues obtained, and

WHEREAS, such an agreement has been developed;

NOW, THEREFORE, BE IT MOVED by the Council of King County:


The King County Council authorizes the County Executive to enter into the attached agreement with the City of Seattle to accomplish King County's contribution to the West Seattle Bridge Project.

It is the intent of the Council to include funding for the West Seattle Bridge in a proposed bond issue with other capital projects.

In no event shall the County contribution exceed Six Million Dollars for Phase 1 and Four Million Dollars for Phase 2.

Passed this 18th day of May, 1981.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


DEPUTY Clerk of the Council

WEST SEATTLE FREEWAY BRIDGE INTERLOCAL AGREEMENT

5226

THIS AGREEMENT made and entered into this 22nd day of June, 1981, between KING COUNTY, a municipal corporation ("County") and THE CITY OF SEATTLE, a municipal corporation ("City").

WITNESSETH THAT:

WHEREAS, the Port of Seattle has declared the existing Spokane Street Bascule Bridge and the Railroad Bascule Bridge to represent an unreasonable obstruction to navigation, which should be removed; and

WHEREAS, on June 11, 1978, the seagoing vessel, MV CHAVEZ, struck the east abutment of the Spokane Street Bascule Bridge No. 1 severely damaging it and causing the bascule leaf to remain in the upright position, closing the bridge to vehicular traffic and creating severe traffic problems; and

WHEREAS, the State of Washington and the United States Department of Transportation have declared an emergency, and the Congress of the United States has provided emergency financial assistance to the City for construction of a replacement bridge; and

WHEREAS, the City Council of the City of Seattle by Resolutions 26033 and 26131 has adopted as the final plan for the proposed West Seattle Freeway Bridge the Alternative 10 Plan presented in the West Seattle Bridge Final Environmental Impact Statement; and

WHEREAS, the approved project plan for Alternative 10 provides for the project which would be constructed in two separate phases; Phase I, consisting of a six-lane high-level bridge across the East and West Waterways and the removal of Spokane Street Bascule Bridge No. 1; and Phase II, consisting of a two-lane low-level bascule bridge across the West Waterway to provide local access to Harbor Island and the removal of Spokane Street Bascule Bridge No. 2; and

WHEREAS, the Port of Seattle is the sponsor of a U.S. Army Corps of Engineers Study of a Navigation Improvement Project for widening and deepening the lower Duwamish River Waterway and replacing the existing Burlington Northern railway bridge with a new bridge providing at least 250 feet of horizontal clearance; and

WHEREAS, the West Seattle Freeway Bridge Project and the Corps of Engineers Navigation Improvement Project for the lower Duwamish Waterway are complimentary; and

WHEREAS, the City and the County recognize that completion of both projects allows further development of the lower Duwamish Waterway and industrial area and such development has a general benefit to the economic stability and well being of the region; and

WHEREAS, the City may need financial support from the County to insure sufficient funds to construct Phase I of the West Seattle Freeway Bridge Project; and

WHEREAS, the County, acting pursuant to R.C.W. 47.28.140, on October 31, 1980, agreed to participate in the construction of the West Seattle Freeway Bridge Project by providing for Phase I a sum not to exceed SIX MILLION DOLLARS (\$6,000,000) and for Phase II a sum not to exceed FOUR MILLION DOLLARS (\$4,000,000) on condition that an inter-local agreement between the City and County be developed which specifies a method for setting and subsequently adjusting the amount of the County's contribution should cost savings be achieved or new revenues obtained, this method to preserve the proportional contributions set forth in Motion No. 4151, and

WHEREAS, Motion No. 4151 found that \$142,000,000 was available for the project, and specified that additional revenues required would be contributed in the following proportions:

King County	20%
City of Seattle	20%
Port of Seattle	20%
State of Washington	40%

and

WHEREAS, responsibility for the State's share has been assumed by the City of Seattle which has been given the option to levy a gasoline tax for this purpose,

NOW, THEREFORE, under the provisions and intent of the Interlocal Cooperation Act, R.C.W. 39.34, and in consideration of the mutual benefits and promises contained herein, the County and the City agree as follows:

I. DEFINITIONS

The term, "Project," as applied hereinafter to the West Seattle Freeway Bridge, refers to the proposed construction of a six-lane, high-level bridge and the removal of Spokane Street Bascule Bridge No. 1, hereinafter referred to as Phase I and to the construction of a two-lane low level bascule bridge across the West Waterway to provide local access to Harbor Island and the removal of Spokane Street Bascule Bridge No. 2, hereinafter referred to as Phase II.

II. THE PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a cooperative arrangement between the City and the County relating to the Project and to define the terms, conditions, scope, and arrangements governing the County's financial support for the Project.

III. RESPONSIBILITIES OF THE CITY

A. The City shall be responsible for the Project to the extent that funding sources remain available to complete said Project including:

1. The design, construction, operation and maintenance of the high-level bridge and removal of the Spokane Street Bascule Bridge No. 1 and the design, construction, operation and maintenance of the two-lane low level bascule bridge and removal of the Spokane Street Bascule Bridge No. 2.

2. The obtaining of all necessary licenses, permits and approvals.

3. The preparation and submittal of applications to appropriate State and Federal agencies for grant assistance.

4. Compliance with the provisions of all Federal, State, County, and City laws, rules and regulations.

B. The County shall be named as an additional insured, insofar as its interest may appear, in all City or construction contractors' insurance coverages relative to this Project which shall include, but not necessarily be limited to, Comprehensive General Liability Insurance and All Risk Builders Risk Insurance, and the County shall receive applicable certificates of insurance. The County hereby consents to the Port of Seattle and/or other governmental bodies being also named as additional insureds under the City's or the construction contractors' insurance coverages as interests of each governmental body may appear on the basis of its financial contribution to the Project. The proposed contract insurance maintained by the City or the contractor shall be submitted to the County for prior review to assure compliance with this paragraph.

IV. RESPONSIBILITIES OF THE COUNTY

A. The County shall pay the City, for use in connection with the construction only of the Project and on the terms and conditions specified in Section V below, a sum not to exceed SIX MILLION DOLLARS (\$6,000,000) for Phase I and FOUR MILLION DOLLARS (\$4,000,000) for Phase II.

V. FINANCIAL ARRANGEMENTS

The following financial arrangements shall be followed by the County and the City:

A. The County will establish a special account to cover all of its payments to the City for the Project.

B. The City will maintain separate accounting records for this project and shall be accountable for all financial transactions pertaining to the Project.

C. The City shall provide summary progress reports (at least quarterly) to the County which will compare actual costs and progress with projected or planned costs and progress.

D. The City shall submit progress billings, in a form compatible with the County's accounting system, for reimbursement of actual expenditures and costs incurred.

E. Progress billings by the City for Phase I shall commence on or after January 1, 1982. King County shall make payment on or before April 1, 1982 for billings received on or before March 1, 1982, and shall make additional payments within thirty (30) days after receipt of subsequent billings from the City. Progress billings for Phase I shall not exceed the following amount for the specified calendar year:

1982	\$3,363,000
1983	\$1,792,000
1984	\$ 845,000

F. Progress billings by the City for Phase II shall commence after the commencement of construction of the Phase II project. King County shall make payment within 120 days of the first billing and within thirty (30) days after receipt of subsequent billings from the City. No County contribution to Phase II will be made if the City fails to commence construction of the Phase II project within eight years of the completion of Phase I.

G. Following completion of Phase I, King County's share of residual funds shall be retained by the City and applied to Phase II of the project plan for Alternative 10. King County's share shall be computed as 6/170 of any residual funds. King County's residual funds shall be held in escrow, draw interest, and such funds and interest, shall revert to the County if Phase II construction does not begin within eight years after completion of Phase I.

H. In the event that the Project does not proceed to completion as provided presently in Alternative 10, referred to hereinabove; to the extent that no usable facility is constructed, the County's financial contribution shall be reimbursed in total. To the extent that modifications are made to the Project which reduce the scope or capacity of the Project, the County's financial contribution or obligation shall be reduced on a proportionate basis to reflect such reduction in scope or capacity.

I. In the event that the combined cost of the Phase I and Phase II projects is less than \$197,000,000, or available revenues exceed the Project's costs, the County's contribution shall be reduced by 10/197 of the savings and said sum shall be returned to the County.

VI. EFFECTIVE DATE AND DURATION

This Agreement shall be and continue in full force and effect and binding upon the two parties hereto upon execution of this Agreement. If no contract is let for the construction of Phase I by July 1, 1984, either party may cancel this Agreement on sixty-days (60) written notice to the other.

VII. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement. No waiver shall be effective unless made in writing.

VIII. RESERVATION OF RIGHTS/AMENDMENTS

The parties hereto reserve the right to make amendments or modifications to this Agreement as may be mutually acceptable to them from time to time. Any amendments or modifications shall be in writing and shall be approved by both parties pursuant to applicable laws and procedures.

IX. APPLICABLE LAW

This Agreement shall be governed by, subject to, and construed according to the Constitution and the Laws of the State of Washington.

X. HEADINGS

Article headings are included in this Agreement for convenience only and are not deemed to be a part of this Agreement.

XI. ENTIRETY

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the County and the City relating to funding for the Project and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto on the date affixed by the signatures of their respective officials.

