



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 17, 2002

Ordinance 14558

Proposed No. 2002-0571.2

Sponsors Edmonds and Pelz

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement between King County and the city
3 of Tukwila regarding the maintenance, operation and future
4 rehabilitation or replacement of the South Park bridge.
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7 **STATEMENT OF FACTS:**

- 8 1. King County and the city of Tukwila (city) have agreed to terms for an
9 interlocal agreement regarding the maintenance, operation and future
10 rehabilitation or replacement of the South Park Bridge (bridge).
11 2. The age and condition of the bridge necessitates the immediate capital
12 planning to extend the useful life of the existing bridge or, if warranted,
13 plan for its replacement.
14 3. The recitals in the agreement set forth relevant facts supporting and
15 explaining the terms of the interlocal agreement.
16 4. King County and the city have agreed that the agreement will take
17 effect when duly executed by both parties. The county's authority and

18 obligations under this agreement shall commence on January 1, 2003, if
19 the city has transferred three million dollars to the King County road fund
20 as provided in the agreement. Otherwise, the county's authority and
21 obligations under this agreement shall commence on the day that such a
22 payment is made.

23 5. It is in the best interest of the public that the city and King County take
24 the actions set forth in the attached interlocal agreement to keep the bridge
25 open and to maintain the bridge in a safe and operational manner so that
26 access across the Duwamish river to the region's industrial and
27 commercial centers and to the unincorporated areas of South Park and
28 North Highline is preserved.

29 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

30 SECTION 1. The King County executive is hereby authorized to enter into an

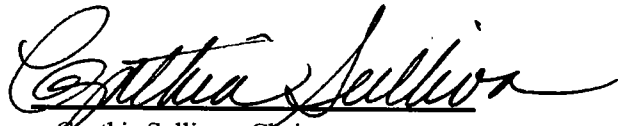
31 interlocal agreement, substantially in the form of the attached agreement, with the city of
32 Tukwila relating to the South Park bridge.

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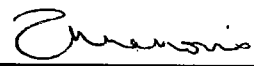
Ordinance 14558 was introduced on 11/25/2002 and passed by the Metropolitan King
County Council on 12/16/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,
Ms. Hague and Ms. Patterson
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

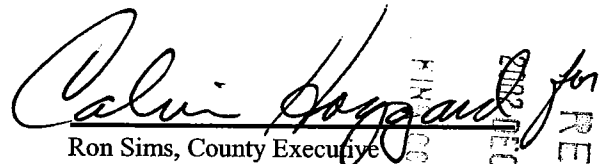

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 18th day of December, 2002


Ron Sims, County Executive

RECEIVED
DEC 27 PM 4:01
CLERK
KING COUNTY COUNCIL

Attachments A. Interlocal Agreement Between King County and the City of Tukwila

INTERLOCAL AGREEMENT
Between
KING COUNTY and the CITY of TUKWILA

Relating to the Maintenance, Operation, Rehabilitation and/or
Replacement of the South Park Bridge

THIS AGREEMENT is entered into between King County (hereinafter "the County") and the City of Tukwila (hereinafter "the City") regarding the South Park Bridge (hereinafter "the Bridge"). The County and the City are referred to collectively as "the Parties."

RECITALS

A. The Bridge is located on 14th/16th Avenue South across the Duwamish River, placing the north half of the Bridge in Tukwila and the south half of the Bridge in unincorporated King County. The County and Tukwila each own the half of the Bridge that is located within its respective jurisdiction.

B. The County and the City previously entered into the interlocal agreement titled *An Agreement for Interjurisdictional Cooperation Between King County and the City of Tukwila Concerning the 16th Avenue South Bridge and Roads Operation and Maintenance in Fire District #1*, which was executed by the City on November 6, 1989, and by the County on December 5, 1989 ("the 1989 Agreement"), concerning the maintenance and operation of the Bridge.

C. The Bridge's age, condition and susceptibility to future seismic events, may necessitate immediate capital planning and projects to extend the useful life of the Bridge.

D. The City does not have a sufficient, stable source of revenue to provide for the capital funding necessary to extend the useful life of the Bridge.

E. The City now desires to permanently divest itself of responsibility for the management and financial obligation for its half of the Bridge in lieu of closing the Bridge.

F. Bridge rehabilitation or replacement is an identified capital project in the King County Roads Capital Improvement Program for the years 2002-2007.

G. The County has a vested interest in keeping the Bridge open and making associated road improvements as it provides a vital link in the regional transportation system for freight mobility to the region's industrial and commercial centers. The Bridge also serves unincorporated King County and the cities of Seattle and Tukwila.

H. The County now desires to assume the maintenance and operation of the City's half of the Bridge.

I. It is in the best interest of the public that the City and the County take the actions herein as necessary to keep the Bridge open and to maintain the Bridge in safe operational manner.

J. The County and the City are authorized, pursuant to RCW Chapter 39.34 and Article 11 of the Washington State Constitution, to enter into this interlocal agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and County agree as follows:

1. Purpose

The purpose of this Agreement is to define the County's and City's future roles and responsibilities regarding the operation and maintenance of the Bridge and to establish the entirety of the City's financial obligation toward the Bridge's annual operation, routine and major maintenance, or capital projects beginning in the year 2003.

2. Definitions

2.1 "Bridge" means the South Park Bridge located on 14th/16th Avenue South across the Duwamish River and is defined as the structure between the points that the roadway leaves grade. This includes the supporting piers, towers, foundations, mechanical and electrical systems, and the pier protection system.

2.2 "Operation" means the labor, equipment, materials and maintenance necessary to keep both the roadway in service and the bascule lift portion of the Bridge operable to raise and lower the Bridge for marine traffic.

2.3 "Capital Project" means a project to replace or reconstruct the entire bridge, or a major portion thereof, to significantly extend the life of the Bridge.

2.4 "Major maintenance" means painting, redecking, widespread concrete repairs, and other work necessary to preserve the structural integrity and normal predictable operation of the Bridge or to repair the Bridge.

2.5 "Project" means preparation of plans and specifications, property acquisition, including, but not limited to, appraisal and negotiations, construction, construction inspection and other miscellaneous administrative duties consistent with overseeing the design and construction of major capital, rehabilitation or replacement of the Bridge and associated roadway improvements.

2.6 "Routine maintenance" means scheduled minor cleaning, minor electrical/mechanical tasks, State of Washington Inventory of Bridges and Structures (SWIBS) inspections, and other minor scheduled repairs.

3. Financial Arrangement and Other Considerations

3.1 The City agrees to make a one time financial contribution of \$3,000,000 to the County payable no later than December 31, 2002. The City will have no obligation to provide any further financial consideration to the County, for any reason, at any time, and irrespective of any emergency, except as provided for in Section 8.

3.2 The City agrees to engage in the following actions:

3.2.1 The City agrees to assist the County in securing state and federal funding for Bridge Capital Projects and to enter into any agreements to secure such funding or to carry out such projects.

3.2.2 The City hereby grants to the County right of entry into the corporate limits of the City for all purposes related to the maintenance, operation, rehabilitation, repair or replacement of the Bridge.

3.3 The County agrees to assume sole responsibility for operating, maintaining, repairing, and/or replacing the Bridge and to relieve Tukwila of any further obligation for operating, maintaining, repairing, and/or replacing the Bridge unless this Agreement is terminated by the written agreement of the Parties.

3.4 The County agrees to expend the City's financial contribution in the following manner:

3.4.1 The County intends to pursue a Capital Project that will extend the useful life of the Bridge either through rehabilitation or replacement of the Bridge.

3.4.2 The County may, at its sole discretion, use all or a portion of the City's financial contribution for operation and maintenance, routine or major maintenance, or completion of a Capital Project.

3.4.3 The County agrees that the City's financial contribution will be spent solely on the Bridge. The funds will not be used for any other County road capital or maintenance project.

3.4.4 Should the County close and/or decommission the Bridge, any unspent funds contributed by the City pursuant to this agreement will be remitted to the City by the County after the closure/decommissioning. The City's financial obligation may be spent to accomplish such closure or decommissioning.

4. County to Process and Decide Bridge Permits on Behalf of the City

4.1 All City authority to review and render decisions on land use, building and other development permit applications related to the Bridge is hereby transferred to the County. Such

authority includes, but is not limited to, fee collection, application intake and review, application engineering review, permit decision making, permit inspections, issuance of final approvals, and all other permit processing on behalf of the City.

4.2 Administrative or quasi-judicial appeals of County decisions rendered for permits related to the Bridge, if any, shall be heard and decided by the County.

4.3 In reviewing permit applications pursuant to this Agreement, the County will apply the King County Code.

4.4 In order to enable the County to process permit applications, the City shall enact an ordinance adopting all County zoning, land use, shoreline and development regulations, including related fees, as currently adopted or hereafter amended, for any work related to the Bridge that is authorized by this Agreement.

5. SEPA Compliance

5.1 In order to satisfy the requirements of the State Environmental Policy Act (SEPA) or the National Environmental Policy Act (NEPA), the County shall serve as the lead agency for all work and permitting related to the Bridge and the City and the County will, if necessary, execute a lead agency agreement to implement this paragraph.

5.2 Administrative or quasi-judicial appeals of County SEPA decisions related to the Bridge, if any, shall be heard and decided by the County to the extent allowed by law.

6. Duration

6.1 This Agreement will become effective when duly executed by both parties and shall remain in effect unless terminated by the written agreement of the Parties.

6.2 If any portion of the Bridge is annexed into the jurisdiction of the City of Seattle the County may assign its rights and obligations in this Agreement to the City of Seattle. Any other assignment of the rights and obligations in this Agreement may be made only if the Parties agree to such assignment in writing.

6.3 The County's authority and obligations under this Agreement shall commence, and the 1989 Agreement shall terminate on January 1, 2003 (the "Commencement Date"), provided that the City has given its financial contribution to the County as set forth in Section 3.1. If the City has not given its financial contribution to the County by that date, the Commencement Date will be the day on which such payment is made. The County's authority and obligations under this Agreement shall not commence until such payment is made.

6.4 The terms of the 1989 Agreement governing indemnification will apply to any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from any act of the Parties and their officers,

agents and employees that occurred prior to the Commencement Date. The terms of this Agreement governing indemnification will apply to any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from any act of the Parties and their officers, agents and employees that occurred on or after to the Commencement Date.

7. County Authority

7.1 The County shall have the sole authority to operate, maintain, repair, and/or replace the Bridge.

7.2 With regard to the operation, maintenance, repair and/or replacement of the Bridge, the County shall be responsible for performing design, engineering, grant funding, administrative and clerical services, for obtaining any necessary property, for reviewing any permits for work on the Bridge, and for all other matters necessary to operate, maintain, repair and/or replace the Bridge.

7.3 The County will have full authority to make any decisions related to the operation, maintenance and management of the Bridge to the same extent as if the entire Bridge were part of the County road system including, without limitation, the authority to close and/or decommission the Bridge at any time if, in the County's judgment, closing and/or decommissioning the Bridge is necessitated by earthquake, vandalism, ship collision, settlement, fire, extraordinary natural events or weather conditions, riots, irreparable degradation or destruction of the Bridge, imminent safety considerations, or other causes beyond the reasonable control of the County. In addition, the County may close and/or decommission the Bridge if, in the County's judgment, it is unreasonably costly to keep the Bridge open, provided that the County gives the City one year's notice of its intent to close and/or decommission the Bridge for that reason.

7.4 In implementing this Agreement for the portion of the Bridge and immediately adjacent roadways within the City, the County Road Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.

7.5 The County shall be responsible for the acquisition of all property and easements necessary to implement this Agreement. The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property and easements that lie within the City. Through the execution of this Agreement, the City authorizes the County to exercise eminent domain within the corporate limits of the City necessary to implement this Agreement. The County shall furnish the City with all necessary legal property descriptions for any property or easements requiring action by the City. Title to all property and easements that are located within the City shall be in the City. The County, and not the City, will be solely liable for all costs associated with the procurement of such property and easements, including all legal costs, attorneys' fees, and condemnation damages, if any.

8. Liability to Third Parties

8.1 To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from the indemnifying party's, or its officials', employees' and agents', acts, errors or omissions related to the Bridge. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees and agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees and agents.

8.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

9. General Provisions

9.1 Administration. The Parties to this Agreement shall appoint a contact person or persons to act as liaisons between the parties. For the purposes of Chapter 39.34 RCW, the County shall be the Administrator of this Agreement.

9.2 Records and Accounting. The Parties' records related to any matters covered by this Agreement and not otherwise privileged shall be subject to inspection, review, and/or audit by the other Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

9.3 Independent Contractor. The County shall be deemed an independent contractor for all purposes and the employees of the County, or any of its contractors, subcontractors and their employees, shall not in any manner be deemed to be employees or agents of the City. Neither the County, nor any employee of the County shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the County, or any employee of the County.

9.4 Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provisions within this Agreement, jurisdiction shall be in the courts of the State of Washington and venue shall be in King County, except if there is a federal claim involved, in which case jurisdiction shall be as allowed by federal law.

9.5 No Third Party Rights. Nothing contained herein is intended to, nor 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.

9.6 Notice. All notices provided for in this Agreement may be telecopied/faxed, sent by recognized overnight courier, personally delivered, or mailed by first class U.S. Mail, postage prepaid, to the individuals at the following addresses:

King County
ATTN: Manager, King County Roads
201 S. Jackson Street
Seattle, WA. 98104

City of Tukwila
ATTN: City Administrator
6200 Southcenter Blvd
Tukwila, WA 98188

9.8 Waiver. 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.

9.9 Headings. The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.

9.10 Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

9.11 Amendment. This Agreement may not be amended, modified or changed, nor shall any provision hereof be deemed waived, except by an instrument in writing signed by both parties.

9.12 Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

9.13 Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, then the Parties intend and desire that such provision be enforceable to the full extent permitted by law if it would then continue to serve the purposes and objectives of the Parties, and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remainder of this Agreement if such remainder would then continue to serve the purposes and objectives of the parties.

9.14 Recording. Pursuant to RCW 39.34.040, upon the execution of this Agreement the County will cause this Agreement to be recorded with the King County Office of Records and Elections.

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

KING COUNTY

CITY OF TUKWILA

King County Executive

Mayor

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Prosecuting Attorney

City Attorney