



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 29, 2005

Ordinance 15260

Proposed No. 2005-0327.1

Sponsors Pelz

1 AN ORDINANCE approving the county executive to
2 execute an interlocal agreement with Pierce County for the
3 purpose of designing and constructing improvements to the
4 Greenwater Bridge.

5
6

7 **STATEMENT OF THE FACTS**

8 1. The Greenwater Bridge is located on 520th Avenue SE over the
9 Greenwater River with the north abutment located within unincorporated
10 King County and with the south abutment located within unincorporated
11 Pierce County.

12 2. The Greenwater Bridge is an important part of the county's roadway
13 network that serves unincorporated King County residents whose main
14 access to and from their place of residence is over the bridge.

15 3. The King County bridge seismic retrofit program has identified the
16 Greenwater Bridge as a candidate for seismic retrofit improvements.

- 17 4. The project to design and construct improvements to the Greenwater
18 Bridge is identified in the King County road services division adopted six-
19 year capital improvement plan as CIP# C72483.
- 20 5. RCW 36.75.210 authorizes King County to expend funds in other
21 jurisdictions for roadway improvements such as the Greenwater Bridge
22 retrofit improvements.
- 23 6. RCW 39.34 authorizes both counties to enter into an interlocal
24 cooperation agreement such as Attachment A.
- 25 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
- 26 SECTION 1. The county executive is hereby authorized to execute an interlocal

Ordinance 15260

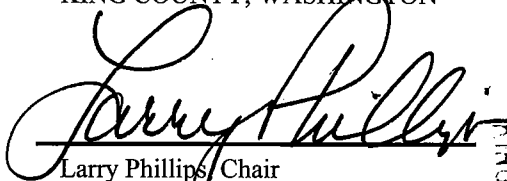
27 agreement, substantially in the form of Attachment A, with Pierce County concerning
28 design and construction improvements to the Greenwater Bridge.

29

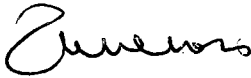
Ordinance 15260 was introduced on 8/22/2005 and passed by the Metropolitan King County Council on 8/29/2005, by the following vote:

Yes: 10 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 3 - Ms. Edmonds, Mr. Pelz and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of September, 2005.



Ron Sims, County Executive

RECEIVED
2005 SEP - 7 PM 12:38
CLERK
KING COUNTY COUNCIL

Attachments A. Interlocal Agreement Between King County and Pierce County Regarding Improvements to the Greenwater Bridge

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND PIERCE COUNTY
REGARDING IMPROVEMENTS TO
THE GREENWATER BRIDGE**

THIS AGREEMENT is made and entered into by and between King County and Pierce County for the purpose of designing and constructing improvements to the Greenwater Bridge. King County and Pierce County are collectively referred to as “the Counties”.

RECITALS

- A. Greenwater Bridge 3050B (“the Bridge”) is located on 520th Avenue SE over the Greenwater River with the north abutment located within King County and with the south abutment located within Pierce County.
- B. King County’s bridge seismic retrofit program has identified the Bridge as a candidate for seismic retrofit improvements.
- C. King County has initiated Capital Improvement Project #C72483 (“the Project”) to design and prepare plans, specifications, and cost estimates and to construct the seismic retrofit improvements.
- D. The Project will benefit King County residents whose main access to and from their place of residence is over the Bridge. The Bridge is the only means of access to SR 410 by the residence of King County.
- E. In consideration of the support and cooperation of Pierce County, King County will bear the full costs of the Project as authorized by RCW 36.75.210.
- F. It is in the best interest of the Counties to establish a lead agency to manage this Project and to provide for the design, permitting and construction for the Project.

NOW, THEREFORE, the Counties agree as follows:

AGREEMENT

1. SCOPE OF WORK

The Scope of Work includes existing bridge seismic vulnerability study, seismic retrofit option evaluations, final design, and seismic upgrade construction. Construction will start after completion of design, preparation of plan details, cost estimates and specifications, and obtaining all necessary permits.

2. GENERAL RESPONSIBILITIES

- 2.1 King County shall be the lead agency for the Project and shall be the lead agency with regard to design, obtaining project construction permits, construction engineering services and all other matters pertinent to accomplishment of the Scope of Work.
 - 2.1.1 King County will provide final design plans and specifications to Pierce County for review. Pierce County will provide written comments, if any, to King County within fourteen days after Pierce County receives the plans and specifications.
 - 2.1.2 King County shall not order or approve any change in the approved Project design that substantially changes the nature of said Project without first consulting with Pierce County.
 - 2.1.3 King County shall perform its design, engineering, and administration services for the Project in accordance with the most recent AASHTO (American Association of State Highway and Transportation Officials), WSDOT design manual, WSDOT Bridge Design Manual, and King County Road Standards and shall notify Pierce County of any deviations.
- 2.2 The schedule for the Project shall be established by King County in coordination with Pierce County.
- 2.3 Pierce County hereby grants King County right of entry into the jurisdiction of Pierce County for the purpose of performing any and all tasks necessary to implement this Agreement.
- 2.4 King County shall be responsible for coordinating the public information and involvement with regards to the Project.
- 2.5 The parties shall appoint a contact person or persons to act as liaisons for the Project. These contact persons will meet on "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.
 - 2.5.1 Representing Pierce County: Don Peterson, P.E., Bridge Engineering Supervisor
(253)798-3147
 - Representing King County: Stephen Jiang, Project Manager
(206) 296-8785

3. KING COUNTY TO PROCESS AND DECIDE PROJECT PERMITS ON BEHALF OF PIERCE COUNTY

- 3.1 Pierce County hereby authorizes King County to review and render decisions on

land use, building and other development permit applications related to portions of the Project that are located within Pierce County. Such authority includes, but is not limited to, application intake and review, application engineering review, permit decision making, permit inspections, issuance of final approvals, and all other permit processing on behalf of Pierce County.

- 3.2 Administrative or quasi-judicial appeals of King County decisions rendered for permits related to the Project, if any, shall be heard and decided by King County under King County Code procedures, except as may be otherwise required by State law.
- 3.3 Pierce County has determined that the standards contained in the King County Code meet the standards of the Pierce County Code, and that compliance with the King County standards will satisfy the requirements of the Pierce County Code. Therefore, in reviewing permit applications pursuant to this Agreement, King County shall apply the King County Code.

4. SEPA COMPLIANCE AND OTHER PERMITS

- 4.1 King County shall serve as the lead agency for purposes of satisfying requirements of the State Environmental Policy Act (SEPA) and for any other permitting related to the Project.
- 4.2 Administrative or quasi-judicial appeals of King County SEPA decisions related to the Project, if any, shall be heard and decided by King County under King County Code procedures to the extent allowed by law.

5. CONSTRUCTION

- 5.1 King County shall construct the project per the approved plans and specifications.
- 5.2 King County will provide Pierce County with 3 copies of the plans and specifications.
- 5.3 Pierce County will be notified of construction schedules.
- 5.4 Once the construction is complete, Pierce County will be invited for a final inspection before project closeout.

6. PROJECT ADMINISTRATION

- 6.1 King County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the execution of the Project. In providing such services within Pierce County's jurisdiction, the King County Road Engineer may exercise all the powers and perform all the duties vested by law and/or ordinance to the Pierce County Engineer or other Pierce County officer or

department charged with road administration.

- 6.2 Pierce County may, at their option and costs, furnish an inspector to insure proper compliance with requirements during the construction of the Project. Pierce County's inspector shall advise the King County representative of any deficiencies noted. Pierce County's inspector shall communicate directly with the King County representative on any matters regarding construction performance.
- 6.3 The King County Road Engineer shall have the final authority to determine whether any changes will be implemented.
- 6.4 Final acceptance of the Project will be by the King County Road Engineer.

7. DURATION/TERMINATION

- 7.1 This Agreement shall remain in effect until the Project is closed.
- 7.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, King County may, with thirty (30) days written notice to Pierce County, terminate this Agreement.

8. LIABILITY

Pierce County shall defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of Pierce County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, Pierce County does not assume liability or responsibility for or in any way release King County from any liability or responsibility which arises in whole or in part from the existence or effect of King County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such King County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, King County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against Pierce County King County, or both, King County shall satisfy the same, including all chargeable costs and attorney's service charges.

King County shall defend, indemnify and save harmless Pierce County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of King County, its officers, employees or agents associated with this Agreement. In executing this Agreement, King County does not assume liability or responsibility for or in any way release Pierce County from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Pierce County ordinance, rule, regulation,

resolution, custom, policy, or practice is at issue, Pierce County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against King County, Pierce County or both, Pierce County shall satisfy the same, including all chargeable costs and attorney's service charges.

9. DISPUTE RESOLUTION

- 9.1 In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, the matter shall be decided by the Director of the King County Road Services Division and the Pierce County Public Works and Utilities Director.
- 9.2 The Director of the King County Road Services Division and the Pierce County Public Works and Utilities Director may also agree in writing to use another dispute resolution process.
- 9.2 Unless otherwise expressly agreed to by the parties in writing, both the Counties shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.
- 9.3 If the dispute involves a claimed breach of this Agreement and the parties are unable to resolve the dispute, the party claiming breach may bring suit in the King County Superior Court.

10. OTHER PROVISIONS

- 10.1 King County shall be deemed an independent contractor for all purposes and the employees of King County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of Pierce County.
- 10.3 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of King County, Pierce County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 10.4 Waiver of 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.
- 10.5 Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction. Each party shall be responsible for any environmental mitigation sites located within its jurisdiction and for compliance with monitoring and other permit conditions related to property located within its jurisdiction.

- 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 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 10.8 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.9 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

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

PIERCE COUNTY

KING COUNTY

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney Date

Deputy Prosecuting Attorney Date

By:

By:

Pierce County Executive Date

King County Executive Date

Public Works and Utilities Director Date

Risk Manager Date

Budget and Finance Director Date