

September 27, 1989  
1140H/LB:clt

Introduced by: Greg Nickels

Proposed No: 89 - 715

MOTION NO. 7711

A MOTION relating to an agreement between King County and the City of Tukwila for the purpose of jointly and cooperatively operating and maintaining the 16th Avenue South Bridge.

WHEREAS, as a result of Boundary Review Board action and a vote of the residents of the area known as Fire District No. 1 to annex to the City of Tukwila, the 16th Avenue South Bridge lies within both King County and the City of Tukwila, and

WHEREAS, both jurisdictions desire to accomplish an orderly transition of authority for the operation and maintenance of the Bridge, and

WHEREAS, each has agreed to share equally in the management, responsibility, liability and cost of operating and maintaining the bridge;

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

The King County executive is hereby authorized to execute an interlocal agreement in substantially the form as herein attached (Attachment A), between King County and the City of Tukwila regarding the operation and maintenance of the 16th Avenue South Bridge.

Provided that:

Section III.E. of the agreement is amended to substitute "operations, routine and major maintenance costs" for "King County costs".

PASSED this 2nd day of October, 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chairman

ATTEST: 

Clerk of the Council

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

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This agreement is entered into by and between the County of King (hereinafter referred to as "King County") and the City of Tukwila, a municipal corporation of the State of Washington (hereinafter referred to as "Tukwila") for the purpose of jointly and cooperatively operating and maintaining the 16th Avenue South Bridge, and to provide for the transfer of roads services in the annexation area known as Fire District #1.

WHEREAS, residents of the area known as Fire District #1, voted on February 7, 1989 to be annexed to Tukwila, and

WHEREAS, the 16th Avenue South Bridge is located on the westerly boundary of the proposed Fire District #1 annexation, placing one-half of the bridge in Tukwila and one-half in unincorporated King County, and

WHEREAS, the bridge must be operated according to Coast Guard regulation 33CFR Part 117 (CGD82-025), and

WHEREAS, both jurisdictions desire interjurisdictional cooperation to accomplish an orderly transition of authority between the County and Tukwila for the operation and maintenance of the 16th Avenue South Bridge and other roads services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for joint and cooperative action.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. To provide a means whereby the parties can share equally the cost and responsibility including third party liability for operation and maintenance of the 16th Avenue South Bridge.
- B. To provide a forum for future negotiations regarding necessary capital improvements to the bridge.
- C. To ensure efficient transition of roads services (roadway operations and maintenance) in the annexation area of Fire District #1.

II. Definitions

- A. "Fire District #1" means that area identified and legally described in Tukwila Ordinance No. 1503 as annexed to the City of Tukwila effective March 31, 1989 which legal description is incorporated by this reference herein.

Bridge:

- A. "Bridge" means the 16th Avenue South Bridge across the Duwamish Waterway.
- B. "Bridge Operation" means the labor, equipment, materials and maintenance to the bascule lift portion of the bridge necessary to raise and lower the bridge.
- C. "Routine Maintenance" means scheduled minor cleaning, minor electrical/mechanical repair, State of Washington Inventory of Bridges and Structures (SWIBS) inspections, and other minor scheduled repairs.

- D. "Major Maintenance" means painting, geotechnical studies, and other work necessary to preserve the structural integrity of the bridge.
- E. "Capital Project" is a project to replace or reconstruct the entire bridge, or a major portion thereof, to significantly extend the life of the bridge.

Roads:

- A. "King County Roads" means those roads maintained by King County and recorded as such with the Washington State Department of Transportation.
- B. "Records" means those files, plans, inventories, and surveys maintained by King County within above defined annexation areas.

### III. Joint Management and Responsibility

- A. King County and Tukwila recognize that the bridge is a joint responsibility and agree to undertake cooperative action pursuant to RCW 39.34.030(4) to operate, maintain and, as necessary, improve the bridge for use by the public. All work concerning the bridge by employees, contractors or other means is deemed to be a joint effort of the parties irrespective of the status of individuals or firms actually performing the work.
- B. To facilitate joint administration of the Bridge, the King County Road Engineer and the Tukwila Director of Public Works shall constitute the 16th Avenue South Bridge Management Board. The Board shall meet as necessary to carry out the purpose of this agreement. The Board shall make such rules and establish such procedures as shall be necessary to carry out its' responsibilities.

- C. The Board shall be empowered via their respective agencies to execute contracts and hire employees on behalf of the parties, to assign and direct the use of the parties' own forces pursuant to Section IV, below, and to review the eligibility of costs for payment by the parties.
  
- D. In the event the Board is unable to decide on a matter upon which it is required to take action, it shall submit the matter to arbitration pursuant to RCW 7.04. Should arbitration be necessary, each party shall select an arbitrator and the two shall mutually agree upon a neutral third arbitrator.
  
- E. King County costs will include direct labor, employee benefits, equipment rental, materials and supplies, utilities and permits, contractual services and administrative costs related to operation of the Roads Division. Major capital expenditures will include the above direct costs plus a negotiated administrative rate.

#### **IV. Responsibilities**

The parties agree to the following responsibilities:

- A. Operations and Maintenance -- Bridge
  - 1. The Board shall schedule and oversee all operations and maintenance of the Bridge and shall have planning and financial management of all contractual work and the employees of both parties when they are engaged in the operation or maintenance of the Bridge.
  
  - 2. Except in specific cases in which the Board has determined that the public interest would be served by an alternate

arrangement. King County's forces shall be used for all operations and maintenance of the Bridge.

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3. Both parties agree to make their forces reasonably available to the Board for use in the operation and maintenance of the Bridge.
4. In the event of an emergency in which the Board is unavailable to act, King County is authorized to make such repairs as it deems necessary, subject to the ratification of the Board.

B. Payment of Costs - Bridge

1. Each party agrees to pay for 50% of the costs of the operations, routine and major maintenance of the Bridge as defined in Section III.E. of this agreement.
2. Each party shall submit a monthly statement of its costs incurred in the operation and maintenance of the Bridge. The Board shall review and approve the eligibility of such costs and notify the parties of their obligations for the payment period.
3. Parties shall pay any monthly obligations to the other within 30 days.

C. Capital Improvements

1. King County - Bridge
  - a. King County will negotiate and enter into an interlocal agreement with Tukwila and other appropriate agencies for cost sharing of any future capital

improvement projects for the bridge.

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- b. King County will work with Tukwila to seek Federal or State grant funding for any future capital

improvement projects for the bridge.

- c. At the direction of the Board, King County will contract to provide bridge painting and geotechnical services related to assessing future structural rehabilitation alternatives and will pay for fifty (50%) percent of the cost.

2. Tukwila - Bridge

- a. Tukwila will negotiate and enter into an interlocal agreement with King County and other appropriate agencies for cost sharing of future capital improvement projects for the bridge.
- b. Tukwila will work with the County to seek Federal or State grant funding for future capital improvement projects for the bridge.
- c. Tukwila will pay for fifty (50%) of the cost of bridge painting and geotechnical services contracted by King County as defined in Section III.E. of this agreement.

V. ROADS OPERATIONS

1. King County

- a. King County agrees to transfer all public records to Tukwila upon request.

- b. As part of King County's road impact mitigation efforts pursuant to SEPA and other authority, King County, in some cases, may have required developers to pay a share of the cost of improving certain roadways within the annexation area. King County shall seek to transfer responsibility for these funds and improvements to Tukwila.
- c. King County agrees to provide traffic signal maintenance upon request of Tukwila, at the sole cost of Tukwila at the rate defined in Section III.E. of this agreement.

#### **VI. Effectiveness**

This agreement shall become effective on the date of its mutual signing by Tukwila and King County with cost sharing retroactive to April 1, 1989,

#### **VII. Amendment or Termination**

This agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto. The parties agree to reevaluate the terms of this agreement as necessary no later than June 30, 1994.

#### **VIII. Indemnification and Hold Harmless - Bridge**

With respect to all operation and maintenance activities connected with the Bridge, the parties acknowledge that their officers, agents, and employees act jointly as the agents of both parties and that, in such actions, any liability of such officers, agents, and employees which may be imputed to one party shall be borne equally by both parties.

With respect to all other aspects of the agreement, each party hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees for all claims (including demands, suits, penalties, losses,



damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day first above mentioned.

Approved as to form:

KING COUNTY

by: [Signature]  
Deputy Prosecuting Attorney

by: \_\_\_\_\_  
King County Executive

Date: 8/28/89

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

CITY OF TUKWILA

by: \_\_\_\_\_  
Legal Counsel

by: \_\_\_\_\_  
Mayor, City of Tukwila

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

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

Attest: \_\_\_\_\_  
City Clerk