



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 3, 2000

Motion 11048

Proposed No. 2000-0524.1

Sponsors Vance, Pelz and McKenna

1 A MOTION authorizing the county executive to enter into
2 an agreement with the city of SeaTac, the city of Tukwila,
3 the city of Renton and the city of Kent, with the agreement
4 dictating the roles and responsibilities of the partner
5 jurisdictions in relation to the trans-valley corridor study,
6 which will coordinate existing transportation plans and will
7 evaluate and recommend a multimodal approach to alleviate
8 and improve mobility in the trans-valley corridor study area.

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11 WHEREAS, the trans-valley corridor study is included in the King County 2000
12 capital improvement program under corridor studies (#RDCW03). The project was
13 adopted in Puget Sound Regional Council's regional transportation improvement
14 program as project number KGCO-73, and

15 WHEREAS, a coordinating committee of representatives from King County and
16 each of the partner jurisdictions have developed an interlocal agreement, Attachment A to

17 this motion, which dictates the roles and responsibilities of the partner jurisdictions in
18 relation to the trans-valley corridor study, and

19 WHEREAS, the parties recognize that a cooperative effort is necessary to identify
20 and address cross-jurisdictional traffic congestion within the study area, and

21 WHEREAS, the study area extends from Grady Way South to the north, South
22 212th/208th Street to the south, International Boulevard to the west and the urban/rural
23 growth boundary to the east, and

24 WHEREAS, traffic congestion is a major problem in the study area, which has
25 many regionally significant north/south highways and arterials, but few contiguous
26 east/west roadways, and

27 WHEREAS, the study area incorporates an area of significant economic
28 importance to the county, with almost eleven percent of jobs in King County located in
29 the cities of Renton and Tukwila alone, and

30 WHEREAS, the study will recommend capital projects and programs that aim to
31 accommodate residential, industrial, and commercial growth, and

32 WHEREAS, King County and partner cities were successful in obtaining federal
33 grants to fund the trans-valley corridor study;

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

35 The county executive is hereby authorized to enter into an agreement with the city
36 of SeaTac, the city of Tukwila, the city of Renton and the city of Kent, in substantially
37 the same form as in Attachment A to this motion. The agreement dictates the roles and

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38 responsibilities of the partner jurisdictions in relation to the trans-valley corridor
39 study.

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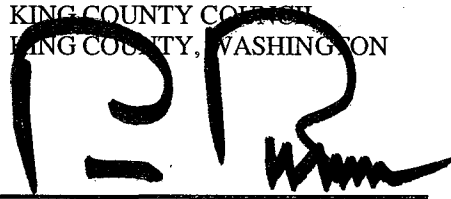
Motion 11048 was introduced on 9/11/00 and passed by the Metropolitan King County Council on 10/2/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

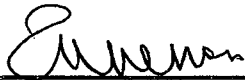
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments Attachment A. Interlocal Agreement for the Trans-Valley Study

INTERLOCAL AGREEMENT
For the
TRANS-VALLEY STUDY

5/1/2000

THIS AGREEMENT is entered into by KING COUNTY, a political subdivision of the State of Washington (“King County” or “the County”), the CITY OF SEATAC (“SeaTac”), the CITY OF TUKWILA (“Tukwila”), the CITY OF KENT (“Kent”), and the CITY OF RENTON (“Renton”). SeaTac, Tukwila, Kent and Renton are referred to collectively as “the Cities”. The County and the Cities are referred to collectively as “the Parties.”

RECITALS

A. The Trans-Valley Study Area (“the Study Area”) is located in the Renton valley. Its boundaries are Grady Way South on the north, South 212th Street on the south, SR 99 (International Boulevard) on the west, and the urban-rural growth line as designated in the King County Comprehensive Plan on the east. The Study Area features high levels of commercial, industrial and residential development and is a connecting point for many multi-modal, regional facilities including north/south freeways and arterials, rail connections, transit facilities and service, freight and trucking hubs and the region’s international airport.

- B. Traffic congestion is a major problem in the Study Area, which has many regionally significant north/south highways and arterials, but few contiguous east/west roadways.

- C. The Parties recognize that a cooperative effort is necessary to identify and address the cross-jurisdictional traffic congestion within the Study Area.

- D. Pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, the Parties are each authorized to enter into this Agreement for cooperative action.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. OBJECTIVE OF THE AGREEMENT

- 1.1 The objective of this Agreement is a multijurisdictional study (“the Study”) that will coordinate all existing local transportation planning work done to date, complete a forecast modeling exercise and assess the future roadway needs in the Study Area. The Study will evaluate and recommend a multi-modal approach to alleviate congestion and improve mobility in the increasingly congested roadways within the Study Area. The goal of the Study is to recommend a series of improvements that will provide congestion relief

and increased mobility for automobiles, transit vehicles and trucks within and adjacent to the Study Area.

- 1.2 The desired product of the Study is a plan for improvements for all major roadways in the Study Area, and a priority plan to implement the improvements. This work will be the beginning step to determine project needs along east/west arterials in the Study Area and move those needed projects quickly to the preliminary engineering and construction phases.
- 1.3 The Study will include a short-term circulation plan to determine the circulation needs and improvements to complement the proposed commuter rail station at the Boeing Longacres site expected late in 1999. The Study will also create a circulation plan for Study Area traffic to Sea-Tac Airport and the proposed light rail stations along International Boulevard. The Study should emphasize the need to access important regional facilities including commuter rail, link rail and SeaTac airport.
- 1.4 The Study should also include a nonmotorized circulation element which evaluates a means of improving east-west bicycle circulation along the Petrovitsky Corridor (S. 180th Street/SW 43rd St./Carr Road SE/SE Petrovitsky Road), and pedestrian circulation along and across the Petrovitsky Corridor.

- 1.5 Following completion of the Study, the Parties intend to work together to implement the recommended improvements, including cooperation in seeking grants and other funding to insure implementation of the recommended improvements. However, this Agreement relates to the Study only, and does not obligate any Party to implement any of the recommended improvements.

2. STUDY MANAGEMENT

- 2.1 King County shall designate a Study Manager to provide direction and coordination among the Parties, other agencies not party to this Agreement, stakeholders, the public and consultants. The Study Manager will be responsible for overall Study management, including, but not limited to, supervising the consultant and/or consultant team, directing the preparation of the Study, and managing of all consultant contracts. The consultant and/or the consultant team shall report directly to the Study Manager.
- 2.2 The Cities shall each designate a lead person to assist the Study Manager. Each lead person shall be responsible for coordinating with the other Parties, providing input concerning consultant selection, providing the consultant with information as needed, reviewing consultant work products, and reporting to their respective elected officials and management on the Study's progress. In the event of any disagreement among the Parties that cannot be resolved through discussion, the Study Manager shall have the final decision authority.

- 2.3 King County shall issue/publish a (general) Request for Proposal (RFP) for the Study. King County will administer the consultant contracts, including selection of the consultant, contract negotiation (with input from the Cities), contract award and submitting payments to the consultants.

3. ACTION PLAN

- 3.1 The Study will be divided into two phases. The first phase will be work prior to the beginning of the consultant contract. The second phase will include the work done after the consultant is under contract. Both phases will be under the direction of the Study Manager.
- 3.2 Phase I tasks will include, but are not limited to, the organization of a working group comprised of the Study Manager and the lead person from each City, a study pre-scoping meeting, final scoping meeting, working with the City of Renton on traffic forecast modeling, and the hiring of consultants.
- 3.3 Phase II will begin once the consultant is selected. Phase II tasks will include, but are not limited to, collection of background data, an existing conditions report, coordination with the travel forecast modelers, identification of alternatives, alternatives analysis, project recommendations, public outreach, draft report and final report.

4. FUNDING

- 4.1 The Parties each have agreed to provide funding for the Study. King County, with the support of the Cities, has received the majority of Study funding from TEA-21 and TIB grants.
- 4.2 The Parties understand that a commitment to funding above and beyond that contained in this Agreement will require an amendment to this Agreement.
- 4.3 The Parties agree to pay the following amounts:

Party	Amount
King County	\$131,000 regional STP \$250,000 countywide STP \$52,000 KC match
Renton	\$13,000 in-kind (modeling)
Tukwila	\$13,000
Kent	\$13,000
SeaTac	\$13,000
Total:	\$485,000

- 4.4 The Study Manager will maintain accurate records to allow proportional distribution and final adjustments among the Parties following completion of the Study.
- 4.5 Each Party (at its expense) shall commit the personnel necessary to fulfill that Party's Phase I and II tasks and review consultant work products. This expense is considered separate from the Party's contribution described above.
- 4.6 The total Study cost shall include all those costs incurred by King County in completing the items listed in the Study Scope of Work including costs for staff, overhead, supplies, consultants, and equipment.

5. PAYMENT BY THE CITIES

No later than 90 days after the effective date of this Agreement, the cities shall each pay King County \$13,000.

6. DURATION

This Agreement is effective upon signature by all the Parties and remains in effect until the Study has been completed and each Party has satisfied its obligation for payment of Study costs.

7. OTHER PROVISIONS

- 7.1 The Cities hereby grant to the County right of entry into their corporate limits for the purpose of performing any and all tasks related to the County's obligations under this Agreement.
- 7.2 Washington State law shall govern the respective liability among the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Agreement.
- 7.3 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 the Cities, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 7.4 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.
- 7.5 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.
- 7.6 Time is of the essence of this Agreement.

- 7.7 All Parties were represented by counsel throughout the drafting and execution of this Agreement. The provisions of this Agreement shall not be construed for or against any Party.
- 7.8 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.
- 7.9 This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 7.10 This Agreement is not assignable by any Party, either in whole or in part.
- 7.11 This Agreement may be amended only by an instrument in writing, duly executed by all Parties.

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

KING COUNTY

CITY OF RENTON

King County Executive

Mayor

Date _____

Date _____

CITY OF KENT

CITY OF TUKWILA

Mayor

Mayor

Date _____

Date _____

CITY OF SEATAC

City Manager

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**King County Deputy
Prosecuting Attorney**

Renton City Attorney

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kent City Attorney

Tukwila City Attorney

APPROVED AS TO FORM:

SeaTac City Attorney