



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 29, 2003

Motion 11694

Proposed No. 2003-0151.2

Sponsors Pelz and Patterson

1 A MOTION authorizing the executive to enter into an
2 interlocal agreement to provide \$34,000 in matching funds
3 for a study of transportation improvements in the State
4 Route 167 corridor, generally extending between Interstate
5 405 in King County on the north and Interstate 5 in Pierce
6 county on the south.

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9 WHEREAS, State Route 167 (SR 167) is an important regional transportation
10 corridor supporting movement of personal vehicles, freight and transit, and

11 WHEREAS, SR 167 suffers recurrent congestion problems now and such
12 congestion is expected to worsen as planned development within the Urban Growth Area
13 is fulfilled, and

14 WHEREAS, King County, the Washington state Department of Transportation,
15 (WSDOT) and the cities of Kent and Auburn desire to participate in a corridor-based
16 study to identify a draft scope and purpose, transportation investment alternatives, and a
17 scope of work to complete a corridor planning process, and

18 WHEREAS, the Puget Sound Regional Council is providing \$400,000 of
19 \$500,000 for the study, for which \$100,000 in local match is needed, and

20 WHEREAS, Kent and Auburn are expected to provide \$33,000 each, King
21 County's \$34,000 is needed to complete the required local match, and

22 WHEREAS, the Washington state Department of Transportation has agreed to
23 manage the project and procure consultant support for this project;

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

25 The King County executive is hereby authorized to enter into an interlocal

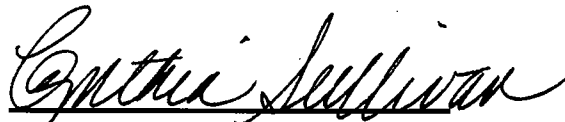
26 agreement, substantially in the form of the agreement attached to this motion, with the
27 Washington state Department of Transportation.

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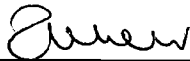
Motion 11694 was introduced on 3/31/2003 and passed by the Metropolitan King County Council on 4/28/2003, by the following vote:

Yes: 11 - Ms. Sullivan, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Ms. Edmonds

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement FOR SR 167 CORRIDOR PROJECT Environmental Process
- Phase I: Preliminary Scoping and Alternatives Identification, dated 4-23-03

INTERLOCAL AGREEMENT

April 23, 2003

FOR SR 167 CORRIDOR PROJECT Environmental Process Phase I: Preliminary Scoping and Alternatives Identification

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by King County and the Washington State Department of Transportation (WSDOT) for the purpose of planning for the future improvements in the SR167 corridor between S. 180th Street on the north and I-5 in Pierce County to the south (see attached map). The primary study area is that portion of the described corridor within King County. The project will be coordinated with other projects beyond the northerly terminus (I-405 Corridor Project) and the southerly terminus (the project to extend SR 167 to SR 509 in the Port of Tacoma). The parties share interests in and responsibility for addressing long-term transportation planning and wish to provide for planning and funding as necessary to establish the future needs of this corridor in state and regional transportation plans.

PROJECT GOAL: This corridor-based effort will identify alternative transportation investment packages conforming to the Regional Transportation Investment District (RTID) funding limits aimed at relieving traffic congestion in the Green River Valley of south King County. At a minimum, the following two major transportation issues will be addressed: (1) freight mobility between the ports of Tacoma and Seattle and key commercial distribution centers within and beyond the SR 167 corridor, and (2) planning for a reasonable level of service in the designated corridor in accordance with the requirements of the Growth Management Act and in a manner that allows SR 167 to accommodate 2030 projected travel demand within and through the corridor. A draft environmental scoping document and notice of intent will be prepared to meet federal project requirements. Completion of environmental scoping, an environmental documentation, preferred alternative decision, and Record of Decision (ROD) will be produced in subsequent phases. The work under this Agreement is preliminary and will depend on successful completion of future study that includes extensive involvement by agencies and the public.

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1 **EXECUTIVE COMMITTEE:** The **SR 167 Executive Committee** is the governing body of elected officials or their designated representatives responsible for implementing this Agreement and shall be composed of designated representatives of the parties to this Agreement and the designated representatives of the cities of Kent and Auburn, provided that such cities have executed agreements with WSDOT containing the same terms and conditions as this Agreement including, without limitation, funding in the amount of \$33,000 per city. It is anticipated that King County, WSDOT, Kent and Auburn (once those cities have executed the aforementioned agreements) will be the voting members of the Executive Committee responsible for representing the views of jurisdictions having

an interest in improving transportation conditions in the corridor and making all major decisions that guide the corridor study, with the Metropolitan King County Councilmember from District 13 serving as the alternate for King County. Ex-officio members may be designated as appropriate. The ex-officio members will have a voice to provide guidance that represents regional perspectives for consideration by the voting members, but no vote.

- 1.2 **SERVICE PROVIDER:** The **Service Provider**, which supplies staffing and procures other resources to provide services necessary for the **Executive Committee**, is WSDOT. WSDOT will designate a **project manager** for overall conduct and coordination of the study. WSDOT in the role as **Service Provider** will prepare or cause to be prepared all necessary environmental documentation.
- 1.3 **FISCAL AGENT:** The WSDOT will function as fiscal agent, and perform all accounting services for the **Executive Committee**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.4 **PARTIES:** Means the undersigned parties to this Agreement.

2. AGREEMENT.

This Agreement is entered into by King County and the Washington State Department of Transportation (WSDOT).

This Agreement will serve as a written commitment of intent between the parties to identify alternative transportation investment packages, specific phases of which can be built within the funding included in the RTID proposal, and documentation for future preparation of environmental scoping and an environmental process for the SR 167 Corridor Project. Preparation of the environmental process will be done in accordance with the National Environment Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA), as appropriate.

3. SCOPE AND RESPONSIBILITY FOR PROJECT DEVELOPMENT

3.1 **Organizational Structure**

In order to provide direction and coordination between the consultant and the agencies involved, the organizational structure and roles for accomplishing work under the agreement shall be as follows:

The **Executive Committee** shall consider the information, views, and recommendations provided by staff and provide overall policy direction, guidance and major decisions as needed by the WSDOT. A Technical Advisory Committee may be identified to provide support to the Executive Committee.

The **project manager** shall be responsible for overall project management, interagency coordination and maintaining an overview of all consultant contract efforts. A **project management team** made up of staff from WSDOT, King County, Auburn and Kent (once those cities have executed the agreements described in Section 1.1) will support the **project manager**.

3.2 Action Plan

The work covered by this Agreement includes development of alternatives, expansion and updating an existing traffic model, screening of alternatives, and scoping the remaining work. This work will generally consist of preparation of a draft project purpose and work statement sufficient to define the project goals, develop a scope of improvements and alternatives to be studied in the environmental process, collect and assimilate known data about the corridor, refine initial project cost estimates based upon known data, and coordinate among jurisdictions to share such information and to refine project goals based upon stakeholder input.

Future work, which may be done through amendments to this Agreement, is likely to include preparation of environmental documents, identification of a preferred alternative, a Record of Decision (ROD) and, if necessary, an Interstate access feasibility study.

3.3 Funding

King County is providing \$34,000 to this phase of the study. Funding of \$400,000 has been secured through the Puget Sound Regional Council. To complete the local match, it is anticipated that the cities of Auburn and Kent will each contribute \$33,000, under the separate agreements described in Section 1.1.

King County and WSDOT, as well as other local agencies, have provided and will continue to provide in-kind services needed to determine the scope of work necessary to refine the preliminary cost estimate of the proposed corridor improvements and prepare a scope of work for the Phase I consultant contract, which will include a list of tasks and associated costs required to qualify the Project for inclusion in the RTID by mid-2003.

Each agency commits the personnel for membership on the **Executive Committee** and its agency review and approval process. This expense is considered separate from agency contributions described above.

4. **ENDORSEMENT.** The parties to this Agreement will exercise best efforts to expedite execution of legislation and agreements that may be necessary, if any, to prepare this study and the environmental process to follow. Participation in this work in no way obligates them to fund construction or implementation of any improvements. WSDOT and King County hereby agree to the terms and conditions of this Agreement by having their representatives affix their signatures below. Other jurisdictions may join in similar agreements in the future with the unanimous consent of the voting members of the Executive Committee in consideration of contributions to the furtherance of this work. Such jurisdictions may become voting members of the Executive Committee with the unanimous consent of the voting members of the Executive Committee.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by the parties. Once effective, this Agreement covers the first phase of work as defined under an action plan, which is to be developed under this Agreement.
6. **MEETINGS.** The **Executive Committee** will organize itself by selecting a Chairperson and a project manager responsible for organizing and running scheduled meetings. Meetings will be called as the chairperson determines that the project study requires in fulfillment of the committee's intended role. The project manager shall be responsible for scheduling all meetings at a convenient time and in a location central to the corridor. Rules for conduct of the Executive Committee will be determined by that committee after its formation. It is the intent of this Agreement that decisions be made by consensus. If consensus cannot be reached, voting may be used to make decisions. A majority of the voting members must concur in any decision.
7. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. In the event of concurrent negligence between the two parties, each party's liability shall be limited to the extent of its own negligence. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable in the event of termination pursuant to Section 13.
8. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties or responsibilities under any act, statute or regulation of any local municipality or government, the State of Washington or the United States.
9. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in a Corridor Plan developed pursuant to this Agreement.
10. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude a party to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on a party to this Agreement, who is not a party to that decision or agreement.
11. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the

Executive Committee, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Executive Committee** or any of the parties, or their officers, elected officials, agents and employees, to any third party.

12. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the written consent of the parties to this Agreement.

13. **TERMINATION.**

13.1 King County's obligations under this Agreement are contingent on WSDOT entering into similar agreements with the Cities of Kent and Auburn, as described in Section 1.1. If those agreements are not entered into within 120 days of the effective date of this Agreement, this Agreement shall terminate without further action by either party.

13.2 Either party may terminate participation in this Agreement at any time by providing sixty (60) days written notice to the other party. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of both parties.

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

KING COUNTY

Approved as to form:

By: _____

By: _____

Its: _____

Deputy Prosecuting Attorney

Date: _____

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Approved as to Form:

By: _____

By: _____

Its: _____

State Attorney General

Date: _____