

16771
ORIGINAL

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATTLE
RELATING TO CONVEYANCE OF ROAD-RELATED PROPERTY**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”), and the City of Seattle, a municipal corporation of the State of Washington (“the City”), for the purpose of acquiring property and easements in support of the design of a new South Park Bridge (“the Project”). The County and the City are referred to collectively as “the Parties.”

RECITALS

- A. The County has a capital improvement project (“CIP”# 300197) to develop and issue an environmental impact statement for design alternatives to the existing South Park Bridge, #3179, (the “Bridge) and to conduct the engineering and design of the preferred alternative (the “Project”).
- B. The Bridge is located on 14th/16th Avenue South across the Duwamish River. The north half of the Bridge is located in the City of Tukwila. The south half of the Bridge is located in the County. The County and the City of Tukwila have previously entered into an agreement, executed January 3, 2003, in which the City of Tukwila granted the County 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.
- C. The City of Seattle borders unincorporated King County at approximately the center of Dallas Avenue South on the south side of the Bridge.
- D. Several studies have shown that the condition of the Bridge warrants replacement. These studies include:
- Structural Alternatives Study – November 2003
 - Analysis of Risk and Remaining Life of the South Park Bridge – March 2004
 - South Park Bridge Peer Review – February 2006
- E. The County has completed the Draft Environmental Impact Statement in September 2005. The Bascule Bridge alternative was selected as the preferred alternative in February 2006 after a public comment period, input from the Project Advisory Committee (PAC), and concurrence by the Washington State Department of Transportation and Federal Highway Administration. The County is proceeding with completion of the Final Environmental Impact Statement and engineering design focusing on the bascule bridge alternative.
- F. The County intends to construct a replacement to the Bridge to be located on the west side of the existing Bridge if sufficient funding can be secured. The roadway

configuration of the new Bridge is planned to consist of four 11-foot lanes, two bicycle lanes, and two sidewalks, with drainage.

- G. Preliminary engineering has identified the need to improve traffic safety at the five-legged intersection of 14th Avenue South, Dallas Avenue South, and South Sullivan Street as part of the Project. The reconfiguration of the intersection will require purchasing property(s) within the City's limits.
- H. The County will need to acquire real property, easements and permits within the City's corporate limits to ensure that the Project can be constructed as designed if sufficient funding can be secured.
- I. The Parties are each authorized to enter into the Agreement pursuant to RCW Chapter 39.34 (the Interlocal Cooperation Act).

NOW, THEREFORE, the County and City agree as follows:

AGREEMENT

1. PURPOSE

This Agreement sets forth each Party's role and responsibility for the property acquisition and permitting of the Project within the City's corporate limits.

2. PROPERTY ACQUISITION

2.1 The County shall acquire, by negotiated purchase, eminent domain or otherwise, all real property, easements and other rights or interest in property for the Project, whether located within the corporate limits of the City or in unincorporated King County, that are necessary, in the County's judgment, to complete construction of the Project.

2.2 The County shall perform the necessary appraisal, relocation assistance, and other property acquisition services necessary to acquire the real property interests identified by the County as necessary for the Project. The costs of the acquisition and transfer of the property, including title reports, title insurance, costs of investigation, environmental documentation, closing costs, and other administrative fees, shall be the sole responsibility of the County.

2.3 The City shall use its best efforts to assist and cooperate in the County's acquisition efforts. To the extent that the City's consent is legally required,

the City consents to the County's exercise of eminent domain within the corporate limits of the City for purposes of the Project.

3. PERMITTING

3.1 The County shall be responsible for obtaining required permits for the Project. The City will endeavor to expedite any permits required by the County from the City.

4. AUTHORITY OF COUNTY ROAD ENGINEER

4.1 The County Road Engineer shall have final authority on all decisions related to Project design and construction. The portions of the Project located within the City shall meet the City's applicable design requirements.

5. CONVEYANCE OF ROAD-RELATED PROPERTY

5.1 If a new bridge is constructed, the County shall provide to the City an inventory of the real property, easements and other rights or interests in property within the City limits acquired by the County in order to construct the new bridge. The City and the County shall review the inventory and jointly determine which property interests should be conveyed to the City by the County. The County will identify any property proposed to be transferred to the City that contains areas of known or suspected contamination with hazardous substances, and will provide documentation relating to remedial, removal or cleanup activities, if any.

5.2 The City reserves the right to refuse to accept property known or suspected to be contaminated, or to prescribe the conditions upon which it may accept such property.

5.3 The Parties shall endeavor to complete conveyance as soon as practicable after construction of the new bridge.

6. PAYMENT

6.1 The County shall pay the City for permit staff costs incurred by the City for issuance of required City permits and the review of property acquisitions within the City limits, and other work related to property acquisition that the County may request.

7. DURATION/TERMINATION

7.1 This Agreement shall remain in effect until all of its obligations have been performed or it is terminated pursuant to Section 7.2.

7.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, the County may, with thirty (30) days written notice to the City, terminate this Agreement.

8. LIABILITY

8.1 Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to this Agreement.

9. OTHER PROVISIONS

9.1 The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project, provided, the County shall obtain all required City permits prior to commencement of work.

9.2 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 City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

9.3 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.

9.4 If any provision of this Agreement is 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.

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

9.6 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

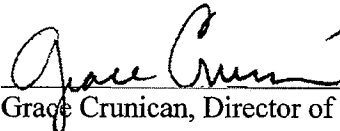
9.7 The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.

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

KING COUNTY

CITY OF SEATTLE

King County Executive



Grace Crunican, Director of
Transportation

Date

12-3-9

Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney