

INTERLOCAL AGREEMENT REGARDING PROJECT TO INSPECT, MAINTAIN AND REPAIR
THE ROCK CREEK BRIDGE (BRIDGE #KENT-21)

This INTERLOCAL AGREEMENT (“ILA”) is made by and between King County (the "County") and the City of Kent, a municipal corporation of the State of Washington (the “City”). Together the County and the City are sometimes referred to herein as the “Parties” and individually as a “Party”.

RECITALS

1. The Rock Creek Bridge is located over Rock Creek at S.E. Summit Landsburg Road, placing approximately three-quarters of the bridge in the political boundaries of the City and the remaining one-quarter in unincorporated King County as shown in Exhibit 1.
2. The Parties are required to maintain Rock Creek Bridge by performing bridge inspections, and minor repairs to address conditions identified during the inspections. To preserve the structural integrity of the Rock Creek Bridge, major repairs will sometimes be required.
3. The Parties share an interest in ensuring the continued safe operation of the Rock Creek Bridge through inspections, minor repairs, and major repairs.
4. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes the Parties to execute an interlocal agreement with each other for joint or cooperative action.
5. The Parties seek to execute an ILA that delineates each Party’s roles and responsibilities regarding the inspections, minor repairs, and major repairs to the Rock Creek Bridge.

NOW, THEREFORE, the Parties hereby agree as follows:

I. PURPOSE OF ILA

- A. To provide a means whereby the Parties can share the cost and responsibility for inspection and maintenance of Rock Creek Bridge.
- B. To provide for future negotiations regarding necessary capital improvements to the bridge.

II. DEFINITIONS

- A. "Bridge" means the Rock Creek Bridge (#Kent-21) across Rock Creek at S. E. Summit Landsburg Road.
- B. “Bridge Structure” includes girders, bridge deck, approach slab, bearing and expansion joints, substructure elements, wing walls, retaining walls, abutments, diaphragms, integral concrete barrier, and all bridge appurtenances. “Bridge Structure” does not include water, sewer, and other utilities attached to the Bridge.

- C. "Bridge Appurtenances" include transition rails, barrier railings, guardrail, guardrail end terminals, anchors, and all related connector hardware.
- D. "Capital Project" is a project to replace or reconstruct the Bridge, or a full or partial portion thereof, to significantly improve the service level or extend the life of the Bridge.
- E. "Inspections" means periodic bridge inspections necessary to remain in compliance with National Bridge Inspection Standards (NBIS) implemented by the Federal Highway Administration and the Washington State Department of Transportation.
- F. "Major Maintenance" means engineering and appropriate work necessary to preserve the structural integrity of the Bridge.
- G. "Regular Surface Maintenance" means debris removal, sweeping, pavement markings, anti-ice applications as necessary, and snow removal during snow and ice conditions. This does not include graffiti removal and vegetation maintenance activities.
- H. "Routine Maintenance" means minor bridge repairs.
- I. "Studies" means an investigation by a qualified engineer or consultant to determine recommendations for full or partial replacement or reconstruction of the Bridge or portion(s) of the bridge, or engineering analyses required to comply with Federal Highway Administration and Washington State Department of Transportation requirements. Such work may include purchase of services or rental of equipment to provide monitoring of various elements of the Bridge.

III. KEY ROLES AND RESPONSIBILITIES OF THE CITY AND THE COUNTY

The Parties wish to undertake cooperative action pursuant to RCW 39.34.030(4) to inspect, maintain, conduct studies, and carry out repairs and other work or alterations necessary to keep the Bridge open for the 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 performing the work.

A. City Roles and Responsibilities

1. The City shall be responsible for conducting, arranging, and coordinating all Inspections and Studies and will maintain all records and files concerning the Bridge, its inspections, and all reports generated concerning the Bridge and its condition.
2. The City shall be responsible for the preparation of the plans and specifications for Major Maintenance of the Bridge.

3. The City shall be the lead agency and be responsible for all Routine Maintenance and Major Maintenance of the Bridge Structure including all costs associated with completing such maintenance activities.
4. The City shall be the lead agency for structural overlay of the Bridge deck and shall be responsible for carrying out the resurfacing.
5. The City shall be responsible for the maintenance and repair of the Bridge Structure and Bridge Appurtenances in the City limits.
6. The City shall be responsible for any Capital Project as described under II.H. and shall obtain any necessary permits and approval by the County for the portion of the project within the County's jurisdiction.
7. The City shall be responsible for providing notice to the County and obtaining approval from the County prior to any expenditures associated with III.A.4. above.
8. The City shall provide copies of all records on the Bridge to the County.
9. The City hereby grants right of entry to the County for the portion of the Bridge located in the City for the purpose of meeting the County's obligations under this ILA.

B. County Roles and Responsibilities

1. The County shall be responsible for Regular Surface Maintenance including all associated costs.
2. The County agrees to share the costs of resurfacing the Bridge deck as described under Section III.A.4. above.
3. The County shall be responsible for the maintenance and repair of Bridge Appurtenances within the County's jurisdiction.
4. The County shall be the lead agency for the overlay of Summit Landsburg Road including the portion of the road within the City limits.
5. The County hereby grants right of entry to the City for the portion of the Bridge located in the County's jurisdiction for the purpose of meeting the City's obligations under this ILA.

- C. Each agency shall designate in writing a liaison with authority to approve expenditures and shall jointly develop a process for notification and approval of expenditures.
- D. Routine and Major Maintenance costs shall include direct labor, employee benefits, equipment rental, materials and supplies, utilities and permits, contractual services, and administrative overhead costs.
- E. In the event of an emergency, each party is authorized to make such repairs as it deems necessary and agrees to notify the other party as soon as is practically possible, but at least within twenty-four hours of the emergency declaration.

IV. PAYMENT

- A. The City agrees to pay for 100% of the costs of Inspections and Studies as described under Section III.A.1 above.
- B. The City agrees to pay for 100% of all Routine Maintenance and Major Maintenance of the Bridge Structure as described under Section II.A. above.
- C. The City and County agree to share the costs overlay of bridge deck as follows based on proportional ownership of the Bridge: City 77% and County 23% of all costs as described under Section III.A.4. above.
- D. The City agrees to pay for 100% of the cost to construct the Bridge and the cost to maintain all records including the performance of studies and inspections associated with the Bridge.
- E. The City agrees to pay for 100% of the cost of graffiti removal, vegetation maintenance activities, and concrete traffic barrier repairs associated with the Bridge.
- F. The County agrees to perform and pay 100% of Regular Surface Maintenance as described under Section II.F.
- G. The City will be the lead agency and the County will work together with the City to seek federal or state grants, or other funding alternative, for expenses for any Capital Projects for the Bridge and agree in principle to a 23/77 cost sharing of the local match in which The County will contribute 23% of required grant match and the City will contribute 77% of required grant match.
- H. The City agrees to reimburse the County for the actual costs of the overlay of the section of Summit Landsburg Road within the City limits described under Section III.B.4. above.
- I. Each Party shall invoice the other Party for their proportional share of the costs as described above under this Section IV. Each Party shall pay the invoice within 30 days of receipt of the invoice.

V. DURATION

This ILA shall become effective on the date of its mutual signing by the Parties.

VI. AMENDMENT OR TERMINATION

This ILA may be amended, altered, clarified, or extended only by written agreement of the parties hereto.

VII. FORCE MAJEURE

The County's performance under this ILA shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County.

VIII. DISPUTE RESOLUTION

A. In the event of a dispute between the Parties regarding this ILA, the Parties shall attempt to resolve the matter informally.

B. If the Parties are unable to resolve the matter informally, the matter shall be decided by the Director of the King County Road Services Division and the Public Works Director of the City. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation. Each Party will be responsible for its own costs for mediation and shall share the costs of the mediator equally.

C. Unless otherwise expressly agreed to by the Parties in writing, both the County and the City shall continue to perform all their respective obligations under this ILA during the resolution of the dispute.

D. This ILA shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this ILA. If either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this ILA, the Parties agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

IX. INDEMNIFICATION

To the extent permitted by law, each Party to this ILA shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which

arise out of, or in any way result from, or are connected to services associated with this ILA caused by or resulting from or are due to any negligent acts or omissions of the indemnifying Party.

Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section 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 provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.

This indemnification shall survive the expiration or earlier termination of this ILA.

X. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this ILA shall be subject to inspection, review, or audit by the County or the City during the term of this agreement and three years after termination.

XI. ENTIRE AGREEMENT

This ILA contains the entire written agreement of the Parties and supersedes all prior oral or written representations or understandings.

XII. INVALID PROVISIONS

If any provision of this ILA 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.

XIII. OTHER PROVISIONS

The headings in this ILA are for convenience only and do not in any way limit or amplify the provisions of this ILA.

XIV. NO THIRD-PARTY RIGHTS

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties to this ILA, or their officials, officers, employees, agents or representatives, to any third party.

XV. WAIVER OF BREACH

Waiver of any breach of any provision of this ILA 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 ILA.

IN WITNESS WHEREOF, the parties have executed this ILA.

King County

County Executive

City of Kent

Date

City of Mayor

Approved as to Form:

Deputy Prosecuting Attorney

Date

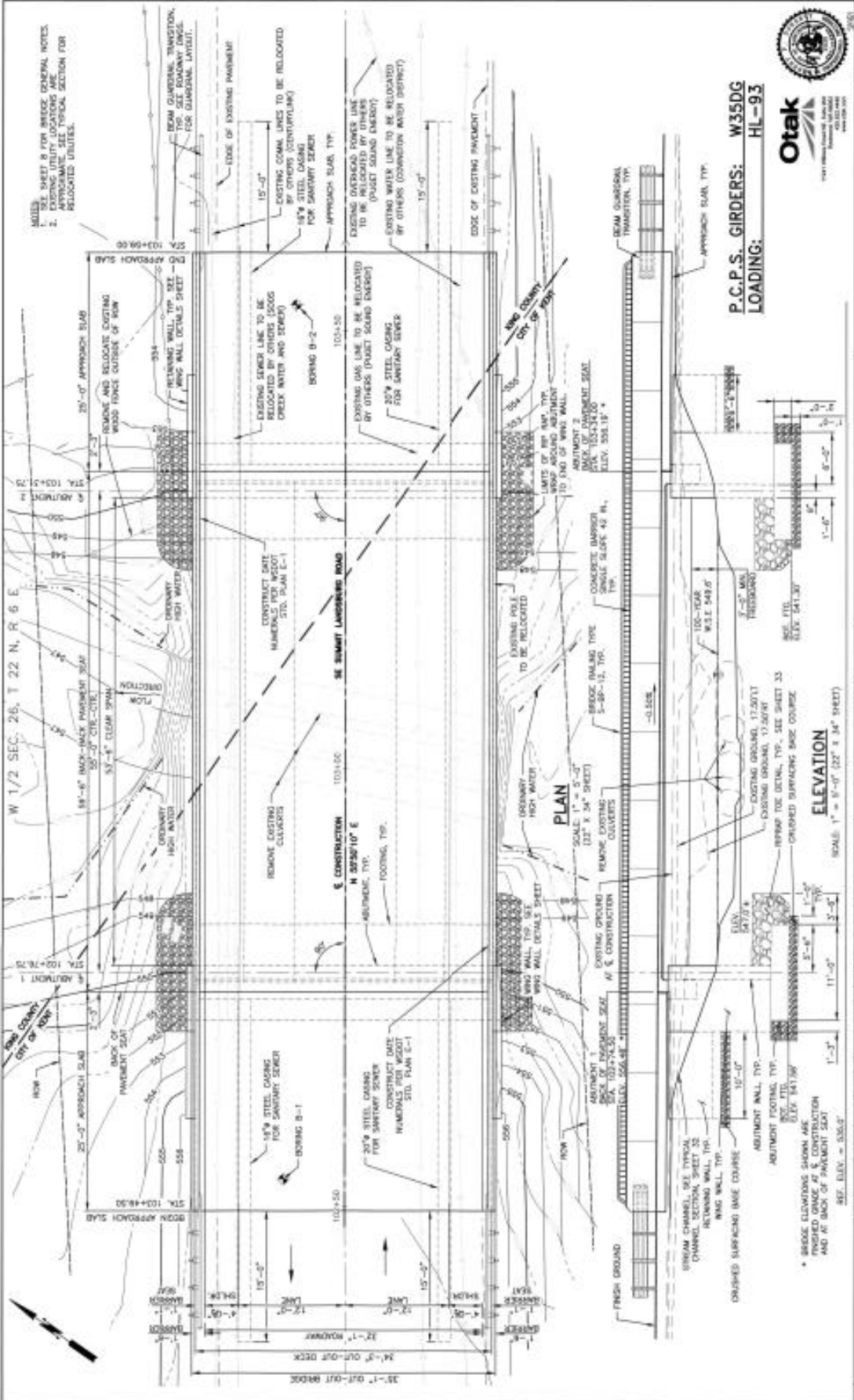
Date

Approved as to Form:

Kent Law Department

Date

EXHIBIT 1
BRIDGE LAYOUT
WITH
CITY-COUNTY BOUNDARY
SHEET 7 OF 51
OF THE BRIDGE CONSTRUCTION
PLANS



NOTES:
 1. SEE SHEET 8 FOR BRIDGE GENERAL NOTES.
 2. EXISTING UTILITY LOCATIONS ARE SHOWN AS DASHED LINES. VISUAL SECTION FOR RELOCATED UTILITIES.

P.C.P.S. GIRDERS: W35DG
 LOADING: HL-93



BRIDGE LAYOUT	
SUMMIT LANDSBURG ROAD AND ROCK CREEK CULVERT REPLACEMENT	
City of Kent	Public Works Department
Engineering Division	
Scale: 1" = 8'-0" (22' x 34" sheet)	
Sheet: 7 of 81	