



City of Tukwila Transportation and Infrastructure Committee

- ❖ Cynthia Delostrinos Johnson, Chair
- ❖ Verna Seal
- ❖ Kate Kruller

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AGENDA

MONDAY, APRIL 20, 2020 – 5:30 PM

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 401 776 668# (6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS 2. BUSINESS AGENDA a) South 196 th – 200 th Street Bridge Interlocal Agreement with City of Kent (Adam Cox)	a) Forward to 05/04/2020 Regular Consent Agenda	Pg. 1
3. MISCELLANEOUS b) Finance Software Discussion	b) Discussion only	
	Future Agendas:	

Next Scheduled Meeting: Monday, May 05, 2020


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 Please contact the Public Works Department at **206-433-0179** for assistance.



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director
BY: Adam Cox, Transportation Project Manager
CC: Mayor Ekberg
DATE: April 17, 2020
**SUBJECT: South 196th - 200th Street Bridge Interlocal Agreement
Between the City of Tukwila and the City of Kent
Ownership and Maintenance Responsibilities**

ISSUE

Accept the Interlocal Agreement with the City of Kent for the South 196th - 200th Street Bridge.

BACKGROUND

The South 196th - 200th Street Bridge ownership is currently shared between the City of Tukwila and the City of Kent. The South 196th Street Bridge was opened to traffic in 1998 and at that time was co-owned by the City of Kent and King County. The City of Tukwila took ownership of the King County portion of the bridge in 2009 due to the annexation of Tukwila South, per City Ordinance No. 2268.

ANALYSIS

The Interlocal Agreement outlines the areas of ownership and responsibility between the City of Kent and the City of Tukwila. By strictly defining the areas of ownership, Kent and Tukwila can accurately illustrate the areas of ownership, maintenance, and repair requirements. The City of Kent's legal team has vetted the Interlocal Agreement and believes this document benefits both cities. The boundary between the cities, (as shown in the S 200th Street over the Green River Exhibit) illustrates that the City of Tukwila is responsible for everything west of the west embankment of the Green River.

FISCAL IMPACT

No fiscal impact from the Interlocal Agreement with the City of Kent, but each city is responsible for maintenance, inspection, and repairs of the bridge if it falls within their respective limits.

RECOMMENDATION

Council is being asked to formally accept the Interlocal Agreement with the City of Kent for the South 196th – 200th Street Bridge and consider this item on the Consent Agenda at the May 4, 2020 Regular Meeting.

Attachments: Interlocal Agreement with Kent
South 200th Street Bridge over the Green River Exhibit

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KENT AND THE CITY OF TUKWILA
REGARDING MAINTENANCE AND REPAIR OF S. 200TH STREET BRIDGE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITY OF KENT, a Washington municipal corporation ("Kent"), and the CITY OF TUKWILA, a Washington municipal corporation ("Tukwila") (individually, a "Party" and collectively, the "Parties"), to memorialize their joint undertaking in the maintenance of the South 200th Street Bridge that connects their respective cities.

I. RECITALS

1.1 The South 200th Street Bridge connects Kent and Tukwila, with the limits of each city meeting at the thread of the Green River at the Bridge's location. Both cities have responsibility for maintaining this bridge.

1.2 The Parties wish to enter into this Agreement, under the authority provided for in Chapter 39.34 of the Revised Code of Washington, to identify the Parties' individual responsibilities and to establish a process through which major maintenance and repairs and other costs will be shared between the Parties.

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the Parties agree as follows:

II. AGREEMENT

2.1 *Purpose and Intent.* It is the purpose of this Agreement to establish the duties and responsibilities of each Party with respect to the maintenance, inspection, and repairs to the Bridge. It is intended that the Parties will work together to keep the Bridge open to traffic and share equally in the total costs and responsibilities associated with the Bridge's maintenance and repair. For the purpose of this Agreement, "Bridge" is defined as the area depicted in Exhibit A within which the following are included: girders, piers, pier caps, deck, sidewalk, bearing and expansion joints, traffic barriers, railings, and pavement markings. "Bridge" does not include luminaire poles and electrical conduits and conductors related to traffic signal and illumination systems.

2.2 *Duration.* This Agreement shall become effective on the last date it is authorized or ratified by the legislative body of Kent and the legislative body of Tukwila. This Agreement shall remain in full force and effect unless it is terminated by either Party in accordance with Section 2.6 below.

2.3 *Administration of Agreement.* To carry out the purpose of this Agreement, a two-person administrative board ("Board") is hereby created to administer this Agreement. The Board shall consist of the Public Works Directors or their designees for Kent and Tukwila, unless a different representative is identified by either Party in written notice to the other. The Board shall meet no less than one time per year to discuss the performance of the obligations of Kent and Tukwila

pursuant to this Agreement. In the event the Board is unable to reach agreement on any dispute that arises under this Agreement, the matter shall be submitted to the Chief Administrative Officers for Kent and Tukwila to resolve.

2.4 *Joint Management and Responsibility.* The Bridge is a joint responsibility of the Parties because its length spans into Kent's city limits on one side and into Tukwila's city limits on the other side. This joint responsibility requires cooperative action for all inspection, maintenance, engineering studies, or other work or alterations that the Bridge may require over the years. All work on the Bridge by the Parties' employees, contractors, consultants, or other means is deemed to be a joint effort of the Parties irrespective of the status of the individuals or firms actually performing the work.

Each Party, at its sole cost and expense, will maintain the approach slab, retaining walls, illumination systems, guardrail, attenuators, and appurtenances on its respective side of the city limits.

2.4.1 *Aquatic Lands Easement.* Kent has obtained an aquatic lands easement from the State of Washington Department of Natural Resources for the construction, installation, operation, maintenance, repair, replacement and use of the Bridge. The easement ends on July 31, 2027 and is recorded under King County Recording Number 9801271893. The Parties shall work together to extend the term of said easement and share in the costs to do so.

2.4.2 *Inspections.* Tukwila will conduct, arrange, and coordinate all Bridge inspections and will maintain all records and files concerning the Bridge, its inspections, and all reports generated concerning the Bridge and its condition. If during an inspection, Tukwila or its agent discovers that the Bridge requires Regular Surface Maintenance, as provided in Section 2.4.7 below, Tukwila will so advise Kent. The costs associated with the Bridge's inspection and the maintenance and retention of all records concerning the Bridge will be at Tukwila's sole cost and expense, unless the Parties otherwise mutually agree in writing or as provided for in Section 2.5.1 below.

2.4.3 *Engineering Studies.* Tukwila will conduct, arrange, and coordinate all engineering studies to comply with Federal Highway Administration and Washington State Department of Transportation requirements and will retain all records of all engineering studies records generated concerning the Bridge. If during the performance of an engineering study, Tukwila, or its agent, concludes that weight restrictions over the Bridge should be required, Tukwila will develop a signing plan and present this to Kent for concurrence. Once a signing plan is agreed-upon by both Parties, the Parties will install signage within their respective city limits at its own cost in accordance with an approved signing plan. Tukwila shall be solely responsible for the cost and expenses associated with the Bridge's engineering studies in addition to the maintenance and retention of all records concerning the Bridge, unless the Parties otherwise mutually agree in writing as provided in Section 2.5.1 below.

2.4.4 *Regular Surface Maintenance.* Kent will perform regular surface maintenance of the Bridge ("Regular Surface Maintenance"). Regular Surface Maintenance shall only include debris removal from the sidewalk, sweeping of the Bridge deck, paint line striping, anti-ice applications as necessary, and snow removal during snow and ice events. Kent shall be solely responsible for the cost and expenses associated with Regular Surface Maintenance, unless the Parties otherwise mutually agree in writing or as provided for in Section 2.5.1 below. "Graffiti Removal" and "Vegetation Maintenance" activities, as defined in Section 2.4.5 below, are not considered Regular Surface Maintenance, and must be conducted in accordance with Section 2.4.5 below.

Any other work that does not constitute Regular Surface Maintenance, Graffiti Removal, or Vegetation Maintenance will be considered "Major Maintenance or Repair," as defined in Section 2.4.7 below, and must be conducted in accordance with Section 2.4.7.

2.4.5 *Graffiti Removal & Vegetation Maintenance.* Each Party shall: (i) perform vegetation maintenance on, around, and beneath its respective side of the Bridge, and (ii) remove or cover graffiti that appears on that Party's respective side of the Bridge, as identified in Exhibit B. Such work is not considered Regular Surface Maintenance under Section 2.4.4.

2.4.6 *Use of Existing Conduits.* Kent owns existing interconnect communication lines installed in conduit across the Bridge, which both Parties agree shall remain in place. Kent will be solely responsible for the maintenance of said lines. Any new uses of existing conduits within the Bridge shall require approval of both Parties. The installation of new conduits on the Bridge shall require a separate agreement.

2.4.7 *Major Maintenance or Repair.* Any work needed on the Bridge that is not considered as Regular Surface Maintenance under Section 2.4.4 is considered "Major Maintenance or Repair" work, the expense of which will be shared equally between the Parties. However, alterations to the Bridge are not considered Major Maintenance or Repair and any cost-sharing or coordination in the construction of such alterations will require a separate agreement. In the event either Party discovers that Major Maintenance or Repair work should be conducted, the Board provided shall meet, agree upon the Major Maintenance or Repair work to be performed on the Bridge, and appoint one of the Parties to serve as the lead agency to conduct, coordinate, or arrange for the Major Maintenance or Repair work, including completion of any bidding and contracting process. Prior to awarding any contract, the lead agency will provide other agency the opportunity to review bid information and make a recommendation regarding the award. The lead agency will bill the other agency in accordance with Section 2.5.2. below.

2.4.8 *Emergency.* If an emergency bridge closure has been declared by a Party, either Party may make repairs to the Bridge as it deems necessary to remedy the emergency, and agrees to notify the other Party as soon as practicable, but at least within twenty-four hours of the first Party having declared the

emergency. The Parties agree the cost of any emergency repairs will be shared equally between them.

2.4.9 *Permits*. Permits from both Parties are required before the start of any maintenance or repair activities requiring temporary traffic control on the Bridge. Additionally, any special event utilizing the Bridge must also be permitted by both Parties.

2.5 Payment.

2.5.1 *Inspections & Regular Surface Maintenance*. Each Party agrees to perform its stated obligations under this Agreement at its sole cost and expense. However, should the performance of obligations required under this Agreement result in one Party contributing more than 50% toward the overall joint undertaking in any one year, the Board will discuss the matter and determine an equitable resolution agreeable to both Parties that fulfills the stated purpose and intent of this Agreement.

2.5.2 *Major Maintenance or Repair*. Each Party agrees to pay 50% of the total costs, less grants received, of all agreed-upon Major Maintenance or Repair work on the Bridge in accordance with Section 2.4.7 above, including actual costs attributable to direct labor, employee benefits, equipment rental, materials and supplies, utilities and permits, insurance, contractual services and administrative overhead costs, including the actual cost of the time and resources contributed by the lead agency in conducting, coordinating, and arranging for the major maintenance or repair work. The lead agency will submit to the other Party a monthly invoice of all costs incurred by the Major Maintenance or Repair work and that Party's 50% share due, which sum shall be paid within thirty (30) days of the date of the invoice. If the Party receiving the invoice objects to all or any portion thereof, it shall notify the lead agency and reserves the option to only pay that portion of the invoice not in dispute. In that event, however, the Parties will immediately make every effort to settle the disputed portion.

2.5.3 *Grants or Funding Alternatives*. The Parties will work cooperatively to seek federal or state grants, or to pursue other funding alternatives, for expenses related to the Bridge's repair and maintenance and agree to share equally in any local match that may be required.

2.6 Termination.

2.6.1 *Termination for Default*. Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the terminating Party, provided that insofar as practicable, the Party terminating the Agreement shall provide the other Party with a notice of termination ("Notice of Termination") given at least thirty (30) calendar days prior to the date of termination and state the manner in which the Party has failed to perform the obligations under this Agreement; and an opportunity for the Party to cure the

default within thirty (30) calendar days of the Notice of Termination or within a reasonable time period as otherwise stated. If a Party receives a Notice of Termination and fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof, granted by the Party not at fault, this Agreement will be deemed terminated.

2.6.2 Termination by Mutual Written Agreement. This Agreement may be terminated by mutual written agreement executed by both Parties, subject to the provisions of Section 2.6.3 below.

2.6.3 Duties of Parties upon Termination. Upon termination of this Agreement for default or by mutual written agreement, the Parties agree to work together cooperatively to develop a coordinated plan for transferring work completed up to the time of termination and determining reasonable contract close-out costs. Termination by any Party shall not extinguish or release either Party from liability, claims or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement. The Indemnification and Insurance provisions set forth in Section 2.7 below and all remedial provisions shall survive termination of this Agreement.

2.7 Indemnification and Hold Harmless. Tukwila shall defend, indemnify, and hold Kent, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Tukwila's performance of this Agreement, except for that portion of the injuries and damages caused by Kent's negligence. Similarly, Kent shall defend, indemnify and hold Tukwila, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Kent's performance of this Agreement, except for that portion of the injuries and damages caused by Tukwila's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

2.8 Insurance. Each Party shall carry and maintain, for the duration of this Agreement, general liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington with the following minimums:

General Liability: \$5 million per occurrence; and
Property Damage: \$5 million per occurrence; and
Errors and Omissions: \$5 million per occurrence.

The coverage shall be "occurrence based" rather than "claims made." In the alternative, each Party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington with protection equal to or greater than that specified herein.

2.9 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by either Kent or Tukwila for up to three years after termination of this Agreement.

2.10 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle a dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for its own legal costs and attorney's fees associated with defending or instituting such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either Party's right to indemnification under Section 2.7 of this Agreement.

2.11 Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

2.12. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of Kent and Tukwila.

2.13 Entire Agreement. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or other representative of the Parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

2.14 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

2.15 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply as this Agreement was jointly prepared by the Parties.

2.16 Ownership of Property. Any property owned and used by Kent in connection with this Agreement shall remain the property of Kent, and any property owned and used by Tukwila shall remain the property of Tukwila, unless otherwise specifically provided for in this Agreement.

2.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the date provided for in Section 2.2 above.

TUKWILA:

CITY OF TUKWILA:

By: _____

(signature)

Print Name: Allen Ekberg

Its Mayor

(Title)

DATE: _____

KENT:

CITY OF KENT:

By: _____

Print Name: Dana Ralph

Its Mayor

DATE: _____

NOTICES TO BE SENT TO:

Hari Ponnekanti, P.E.
Public Works Deputy Director / City Engineer
City of Tukwila
6300 Southcenter Blvd, Suite 100
Tukwila, WA 98188

(206) 431-2455 (telephone)
(206) 431-3665 (facsimile)
Hari.Ponnekanti@TukwilaWa.gov

APPROVED AS TO FORM:

City Attorney

NOTICES TO BE SENT TO:

William Thomas
Street Superintendent
City of Kent Public Works Department
220 Fourth Avenue South
Kent, WA 98032

(253) 856-5600 (telephone)
(253) 856-6600 (facsimile)

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT B
SOUTH 200TH STREET BRIDGE
GRAFFITI REMOVAL AND VEGETATION MAINTENANCE
RESPONSIBILITY AREA

