



TO: **Transportation and Infrastructure Committee**
FROM: **Jen Tetatzin, Public Works Director**
BY: **Cyndy Knighton, Senior Program Manager – Transportation**
CC: **Thomas McLeod, Mayor**
DATE: **June 20, 2025**
SUBJECT: **Southcenter Boulevard Road Diet/Lake to Sound Trail
Project No. 92510406
Interagency Agreement (IAA)**

ISSUE

An interlocal agreement between Tukwila and King County Parks (KC Parks) that would combine the design of the City's Southcenter Boulevard Road Diet project and the County's Lake to Sound Trail (F1 section). KC Parks would lead the design efforts with City involvement.

BACKGROUND

In the 2025-2026 Capital Improvement Program, a new project was added, Southcenter Boulevard Road Diet, which would narrow the roadway between approximately 62nd Ave S and 66th Avenue S. This street segment is on the High Injury Network identified in the recently adopted Local Road Safety Plan as it experiences a high number of collisions with serious injuries and has had fatalities in the past. Speeding and limited sight distance are common contributing factors. At the same time as this project was being identified, KC Parks came forward to discuss a regional trail, Lake to Sound Trail (L2S) which will provide a trail connection from Lake Washington to Puget Sound. One missing section in Tukwila would connect the existing Green River Trail at Southcenter Boulevard to the west side of the 53rd Avenue S intersection. This section is referred to as the F1 Segment. A future F2 Segment will connect from F1 through into the City of SeaTac. As these two projects overlap, staff from both agencies began early coordination.

DISCUSSION

Staff agreed that having a combined scope of work for project design for both projects is the most expedient, cost-effective use of taxpayer funds. The KC Parks project is much larger and more complex than the city's road diet project. Therefore, having KC Parks lead the design effort was the logical choice. The attached Interagency Agreement (IAA) establishes the framework for this combined design effort. The IAA has been reviewed by the City Attorney's office. It is likely that a future IAA or amendment to this IAA would cover the construction of the combined project. City staff would be directly involved in the design effort through specific oversight of the project as well as through the necessary permitting that will be required for KC Parks to obtain prior to construction authorization.

FINANCIAL IMPACT

The IAA outlines the terms for Tukwila to contribute funds toward the Road Diet design. Following the execution of the IAA and a consultant agreement based on the agreed-upon scope of work, Tukwila will be invoiced for \$100,000. After design of the project is completed, currently estimated to be in late 2026, Tukwila would be invoiced for \$135,000. Total Tukwila costs would be \$235,000, which is included in the current Capital Improvement Program (CIP) and City Budget.

RECOMMENDATION

The Council is being asked to approve the Interagency Agreement and consider this item for the July 21, 2025, Regular Meeting.

ATTACHMENTS

- Interagency Agreement and CIP Page

**INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND THE CITY OF TUKWILA
FOR DESIGN OF COMBINED LAKE TO SOUND TRAIL SEGMENT F1 and SOUTHCENTER
BOULEVARD ROAD DIET LOCATED IN TUKWILA, WA**

This INTERAGENCY AGREEMENT (the "Agreement") is made and entered into by and between the City of Tukwila ("City") and King County Parks and Recreation Division ("County"), regarding design of the portion of Segment F1 of the Lake to Sound Trail. The County and Tukwila are collectively referred to as the ("Parties").

RECITALS

A. On August 6, 2019, the King County voters approved Proposition No. 1 Parks Levy that authorized an additional six-year (2020-2025) property tax levy for specified park purposes, including the improvement of parks, development of regional trails, and enhancement of recreation, access, and mobility in King County.

B. The Lake to Sound Trail is part of King County's Regional Trail System ("RTS"), one of the nation's most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.

C. The Lake to Sound Trail is planned to extend from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and County.

D. The Lake to Sound Trail is being constructed in segments. Segment B is a 1.5-mile segment that follows Des Moines Memorial Drive from 156th Way in SeaTac to South Normandy Road in Burien and was completed in 2017. Segment A is a 1.1-mile segment that passes through the Black River Riparian Forest Park in the City of Renton to the Green River Trail in the City of Tukwila's Fort Dent Park. Segments D, E, and F are in the cities of Renton and Tukwila and will complete an east-west connection along the trail corridor.

E. Segment F1 is located within the city and Tukwila. This agreement governs that area within the City of Tukwila within Southcenter Boulevard Right of Way from the Green River Trail to 53rd Avenue S.

F. The City of Tukwila has funding for design of the Southcenter Boulevard Road Diet project (the "City Road Diet Project" or "Project") and King County Parks has funding for design of the Lake to Sound Trail Segment F1. These projects directly overlap and both agencies believe combining design into one project will create design, permitting and cost efficiencies.

G. The City of Tukwila has funding for sewer and water projects in the same project area as Tukwila's Road Diet project and King County Parks' Lake to Sound Trail Segment F1 and intends to coordinate design of the sewer and water projects with the Road Diet and Trail. In addition, both parties are contemplating entering into an agreement in the future which would combine all projects into one construction package to reduce construction impacts.

H. The City of Tukwila is a non-charter optional municipal code city incorporated pursuant to RCW Title 35A, of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of their citizens and for other lawful purposes.

I. King County is a home rule charter county that, among other things, provides regional and rural parks, recreation, and sports facilities for public use. RCW 36.89.030 authorizes King County to establish, acquire, develop, construct, and improve open space, park, recreation, and community facilities, including non-motorized trails and paths.

J. Under King County Code, Section 2.16.045. E.1, the duties of the County's Parks and Recreation Division include providing active recreation facilities by facilitating agreements with other jurisdictions and entities.

NOW THEREFORE, it is mutually agreed as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the rights, responsibilities, and obligations of the Parties relating to hiring a consultant to design Lake to Sound Segment F1 and coordinate that design work with the City of Tukwila. The City of Tukwila will provide King County funding to incorporate City Road Diet Project requirements into the Lake to Sound Segment F1 project design. This Agreement covers that portion of Lake to Sound Segment F1 trail design that is within Southcenter Boulevard and relates to addressing the design requirements of the City Road Diet Project. This Agreement is not intended to address construction, operation, and/or maintenance of the trail segment or the City Road Diet Project. If the Parties elect to proceed with implementation of the Lake to Sound Segment F1 Trail, the Parties contemplate entering into a separate agreement to further define their respective roles, responsibilities and limitations related to the construction, operation, and/or maintenance of the Lake to Sound Segment F1 trail.

A draft SCOPE OF WORK for the Project is included as **ATTACHMENT A**. In consultation with the City, the final scope of work will be negotiated by the County with the selected consultant. Both the City and County will approve the final scope of work in writing prior to the County executing a consultant contract.

2. DURATION

This Agreement shall become effective immediately upon execution by the Parties and shall remain in effect until the City and County have accepted the deliverables described in Attachment A. The Parties anticipate that the Project design will be completed by March 15, 2030.

3. FUNDING & PAYMENTS

3.1 The City shall fund the Project conducted by the consultant to a maximum amount of \$235,000 (two-hundred and thirty-five thousand dollars) ("City Contribution") from the 2025 and 2026 City of Tukwila Budget, as approved by the Tukwila City Council. Any funding for the Project in addition to the City Contribution would need to be negotiated between the City and County as an amendment to the Agreement.

3.2 The City Contribution shall be as follows:

- A. \$100,000 to be invoiced by the County to the City following execution of a consultant agreement to implement the agreed upon Scope of Work for the Project. This invoice shall include the scope and budget for the Project.
- B. Final actual costs up to \$135,000 after Scope of Work is complete and all deliverables are accepted by City.
- C. Invoices shall reference the “Southcenter Boulevard Road Diet Design” and MOA date & number, and be submitted via email to Cyndy.Knighton@tukwila.gov with an email copy to Adam.Cox@tukwila.gov.

3.3 The City shall distribute funding to the County based on the invoicing schedule in Section 3.2 of the Agreement, above, within 30 days of receiving the invoice from the County.

4. COUNTY RESPONSIBILITIES

4.1 Lead Agency. The County shall act as the sole consultant project manager for the design of the Lake to Sound Trail Segment F1, which will incorporate requirements for the City Road Diet Project in the vicinity of Lake to Sound Trail Segment F1 (hereinafter referred to as the “Combined Design Work”). Except as otherwise provided herein, the County shall be solely responsible for oversight of the Combined Design Work, including but not limited to, consultant selection, consultant procurement, and contract and project management.

4.2 Public Outreach. The County may develop and implement a public outreach program as it deems necessary for the Combined Design Work. The County will coordinate with the City to allow City participation in any outreach activities and afford the City prior review, before publication, of any outreach materials associated with the Combined Design Work. The City may choose to conduct additional public outreach on behalf of the City Road Diet Project.

4.3 Scope of Work Responsibilities.

- A. The County shall prepare a final scope of services consistent with the outline scope attached as **Attachment A** and negotiate the scope of work with consultant to complete the technical analysis and engineering anticipated for the Combined Design Work, which shall be subject to final approval by the City in writing prior to the County executing the Combined Design Work consultant contract.
- B. Administer the consultant contract, including accounting and payment to the consultant; and maintain records for the Project.

4.4 Coordination of Activity.

A. The County shall hold quarterly coordination and design meetings with the City, at a minimum. The County will submit plans and specifications for the Project at 30%, 60%, 90% and 100% design in the development process, and more if the County chooses to do so. The City will have fifteen (15) working days to review submitted plans and specifications and provide consolidated comments to the County.

B. Upon the County’s receipt of interim and final deliverables, it shall promptly provide the City with copies of the scope of the Combined Design Work consultant contract, schedule, design

documents, estimates, drawings, meeting materials and all draft and final deliverables from the consultant contract.

4.5 Permitting and Environmental Review. The County shall be the lead agency for the Lake to Sound Trail Segment F1 Project with the City Road Diet Project design requirements under the State Environmental Policy Act (SEPA) and shall apply for all applicable permits. In addition, Washington State Department of Transportation is anticipated to determine the National Environmental Policy Act (NEPA) scope of the project and the County shall submit NEPA materials. To the extent that the City's signature on applications or other involvement is required, as the owner of the real property on which said project is being designed, the City agrees to cooperate with the County and take all necessary actions to obtain the permits.

5. CITY RESPONSIBILITIES

5.1 Coordination of Activity. The City shall timely provide the County with known information relevant to the City Road Diet Project. The City shall assign designated personnel to provide timely review of the City Road Diet Project documents from the County. The designated City personnel shall review an County provided design package documents within fifteen (15) working days of receipt, unless the City's designated personnel has been out of the office during that period and notice of the need for additional time has been provided to the County.

5.2 Public Outreach. The City shall review and provide comments on all draft outreach materials within ten (10) working days of receipt of the same.

5.3 Project Participation. The City's designated personnel shall attend regularly scheduled progress meetings and design review meetings or workshops during development of the Combined Design Work. For non-regularly scheduled meetings, the County shall provide fourteen (14) working days notice, if possible, or unless the Parties mutually agree otherwise. To the extent possible, the County shall provide the City with all written materials in advance of any meetings, such that the City will have sufficient time to review said materials prior to the meeting.

5.4 Integration with Planning Documents. The City shall make every effort to integrate the Lake to Sound Trail Segment F1 into various City planning documents.

6. TERMINATION

6.1 Termination for Default. Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of Termination.

6.2 Termination for Convenience. Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination. If the City terminates no monies shall be returned.

7. DISPUTE RESOLUTION

7.1 The Parties agree to make good faith efforts to prevent and resolve potential sources of conflict at the lowest level.

7.2 The Parties agree to make good faith efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- a) Level One -King County's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- b) Level Two -King County's Director of the Department of Natural Resources and Parks, or Designee and the City's City Administrator, or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within twenty-one (21) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
- c) Level Three- King County's Director of the Department of Natural Resources and Parks and King County's Executive or Designee and the City's City Administrator and Mayor or their Designees shall meet to discuss and attempt to resolve the dispute in a timely manner.

6.3 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation, arbitration nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

7. NOTICES

Any notice required to be given by either Party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or via U.S. mail to the following Designated Representative or future designee:

KING COUNTY

Parks and Recreation Division
Attn: Peter Dane
201 S. Jackson Street Suite 500
Seattle, WA 98104-3855
Pdane@kingcounty.gov
Kcparks.legalnotices@kingcounty.gov

THE CITY OF TUKWILA

Public Works Department
Attn: Cyndy Knighton
6300 Southcenter Blvd, Suite 200
Tukwila, WA 98188
Email address: Cyndy.Knighton@TukwilaWA.gov

All notices issued under this Agreement shall be deemed received on the second business day after being sent via U.S. mail, or if personally delivered, at the time they are actually hand delivered to the addressee. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

8. GENERAL LEGAL PROVISIONS

8.1 Compliance with Law. The City and County shall comply, and shall ensure their employees, agents and assigns comply, with all federal, state, and local laws, regulations, and ordinances applicable to the work and services performed pursuant to this Agreement.

8.2 Parties. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of either Party or any of either Party's Contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

8.3 Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

8.4 Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

8.6 No third-Party Beneficiaries. This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

8.7 No Waiver. Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

8.8 Entire Agreement. This Agreement shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

8.9 Interpretation. This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

8.10 Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

8.11 Hold Harmless and Indemnification. Each Party shall protect defend, indemnify, and save harmless the other Party, its officers, officials, employees and agents which acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or

damages of whatsoever kind ("Claims") arising out of, or in exercise of any right or obligation under this Agreement, to the extent caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that its obligations under this Paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this subsection shall survive and continue to be applicable to any Party exercising the right of termination pursuant to Section 6.

The Parties have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

THE CITY OF TUKWILA

Tom McLeod, Mayor

Date signed: _____

Approved as to form:

City Attorney

Date signed: _____

KING COUNTY

John Taylor, Director King County Department of Natural Resources and Parks

Date signed: _____

Approved as to form:

County Sr. Deputy Prosecuting Attorney

Date: _____

ATTACHMENT A
EXAMPLE SCOPE OF WORK

Project Management

Environmental Documents

30-percent Plans

Public Stakeholder Involvement

60-percent Plans

Real Property Coordination / Temporary Construction Easements

90-percent Plans

Bidding Assistance

Bid / Advertisement Ready Plans

Unanticipated Services

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2025 to 2030

PROJECT:	Southcenter Blvd Road Diet (62nd Ave S - 66th Ave S)						Project #	92510406
Project Manager	Cyndy Knighton			Department		Arterial Streets		
DESCRIPTION:	Narrow Southcenter Blvd from 5 lanes to 3 lanes between approximately 62nd Avenue S to 66th Avenue S. Reconfigure signal operations at 66th Avenue S to include dual left turn lanes for WB travel and one single thru lane. Widened shared use path on north side will be created by King County Parks as part of the Lake to Sound trail project, from approximately 66th Avenue S to Macadam Road. Coordination on design and construction between agencies is required. Possible inclusion of water or sewer utility projects.							
JUSTIFICATION:	Road section is on the City's High Injury Network and a road diet to slow traffic and improve visibility is the optimal solution. Coordination with King County's Lake to Sound Trail system is desirable. The County will be presenting the section of the L2S trail to voters in 2025, which will include design and construction. The road diet is necessary to the trail construction.							
STATUS:	New project.							
MAINTENANCE IMPACT:	TBD. Annual maintenance of the street system may remain the same, but if the project includes the desired improvements for street trees/landscaping, and increase in annual maintenance would occur. Negotiations between City and King County on ownership and maintenance of the trail portion are required. KCParks has already indicated the desire to turn the trail over to Tukwila for ownership and maintenance. Internal discussions would need to occur to determine responsible department (PW vs. PnR).							
COMMENT:	N/A							
FINANCIAL (in thousands)	2025	2026	2027	2028	2029	2030	Beyond	TOTAL
Project Costs								
Design	\$ 100	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235
Construction Mgmt.	\$ -	\$ -	\$ 315	\$ -	\$ -	\$ -	\$ -	\$ 315
Construction	\$ -	\$ -	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ 2,050
Contingency	\$ -	\$ -	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ 390
Total Project Costs	\$ 100	\$ 135	\$ 2,755	\$ -	\$ -	\$ -	\$ -	\$ 2,990
Project Funding								
Proposed Grant	\$ -	\$ -	\$ 2,383	\$ -	\$ -	\$ -	\$ -	\$ 2,383
Fund Balance	\$ 100	\$ 135	\$ 372	\$ -	\$ -	\$ -	\$ -	\$ 607
Total Project Funding	\$ 100	\$ 135	\$ 2,755	\$ -	\$ -	\$ -	\$ -	\$ 2,990