

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SNOQUALMIE
REGARDING IMPROVEMENTS TO
THE MEADOWBROOK BRIDGE**

THIS AGREEMENT is made and entered into by and between King County (“the County”) and the City of Snoqualmie (“the City”) for the purpose of designing and constructing improvements to the Meadowbrook Bridge (“the Project”). The City and the County are collectively referred to as “the parties.”

RECITALS

- A. The Meadowbrook Bridge was built in 1921 by the County and it is located on Meadowbrook Avenue at SE Reinig Road over the Snoqualmie River, with the south approach and truss pier located within the City and with the north approach and truss pier located within unincorporated King County.
- B. The Meadowbrook Bridge is an important part of the County’s roadway network that serves both the City and unincorporated King County residents. In consideration of the importance of the Meadowbrook Bridge to the County’s roadway network, the County intends to continue to operate and maintain the Meadowbrook Bridge as it has done since 1921 pursuant to RCW 36.75.200 and in accordance with County standards.
- C. Improvements to the Meadowbrook Bridge are necessary to ensure public safety by correcting a functionally obsolete and structurally deficient bridge. Deficiencies include load limitations, seismic vulnerability, limited provisions for non-motorized traffic, low vertical clearance, substandard roadway geometrics, high deck maintenance and corroded steel truss.
- D. Improvement of these deficiencies will benefit the residents of both the City and unincorporated King County.
- E. A Closure, Repair, Rehabilitation and Replacement (C3R) report has been completed for this Project and the recommended alternative is rehabilitation of the King County Landmark bridge and conversion to a one-lane structure.
- F. The City and the County agree that the Scope of Work of the Project should include design and construction for rehabilitation of the Meadowbrook Bridge to a one-lane structure. The rehabilitation includes installing traffic signals at both bridge approaches; replacement of the existing timber approach spans; seismic retrofit; redecking and painting the existing pratt truss; and pedestrian pathway improvements.

- G. The *King County 2001 Transportation Needs Report* and *2001 Annual Bridge Report* have identified the need for the Project.
- H. The County has initiated Capital Improvement Project #200294 to design and prepare plans, specifications, and a cost estimate for the construction of the rehabilitation Project.
- I. The Project has been selected for federal grant funding for the design and construction.
- J. In consideration of the support and cooperation of the City, the County will bear the full amount of the local agency match for the Project as authorized by RCW 36.75.200.
- K. It is in the best interest of the County and the City to establish a lead agency to manage this Project and to provide for the design, permitting and construction for the Project.
- L. The County and the City are authorized, pursuant to RCW Chapter 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperative agreement of this nature.

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

AGREEMENT

1. SCOPE OF WORK

- 1.1 The Scope of Work includes: preparation of engineering design plans, specifications and estimates and the construction of the proposed rehabilitation Project. The Project will be implemented through completion of environmental and cultural and historic resources studies for NEPA/SEPA compliance, Section 4(f) analysis, and Section 106 analysis, obtaining necessary local, state and federal permits, certificates and approvals, designing the Project, acquiring right-of-way and other property, if needed, managing and seeking funding from grant and other resources, preparing plans, specifications and engineer's estimate for construction and administering construction.
- 1.2 The design shall include Opticom controls for public safety vehicles to control traffic from both approaches.

2. GENERAL RESPONSIBILITIES

- 2.1 The County shall be the lead agency for the Project and all other matters

pertinent to accomplishment of the Scope of Work.

- 2.1.1 The County will provide 30%, 65%, 95% and 100% plans and specifications to the City for review. The City will provide written comments, if any, to the County within fourteen days after the City receives the plans and specifications. The County shall incorporate the City's comments into the plans and specifications to the extent the County determines it is practicable.
- 2.1.2 The County shall not order or approve any change in the approved Project design that appreciably changes the nature of said Project without first consulting with and obtaining approval from the City.
- 2.1.3 In the event that the City and the County are unable to reach agreement regarding the Project plans, the dispute resolution process as outlined in Section 9 of this Agreement shall be followed.
- 2.1.4 The County shall perform its design, engineering, and administration services for the Project in accordance with the most recent AASHTO (American Association of State Highway and Transportation Officials), WSDOT design manual, WSDOT Bridge Design Manual, and King County Road Standards and shall notify the City of any deviations.
- 2.1.5 The City shall be invited to all engineering review meetings for the Project.
- 2.2 The City shall provide all necessary support and services at no cost to the County, including, but not limited to, attending project meetings, providing written comments, assisting in property acquisition, and performing inspections required by the City during construction, provided, assistance in property acquisition shall not require the exercise of eminent domain by the City.
- 2.3 The City shall be responsible for relocating and/or making adjustments to the City's water line currently attached to the Meadowbrook Bridge. Should the City decide to have the County include the relocation and/or adjustments of the water line as part of the Project, the City and the County shall enter into a separate utility construction agreement to define the roles and responsibilities of each party in relocating and/or adjusting the water line. All work related to the water line shall be at no cost to the County.
- 2.4 The schedule for the Project shall be established by the County in coordination with the City and in conjunction with any federal or federal/state grant application or administrative timelines.

2.5 The City hereby grants the County right of entry onto city owned properties within the jurisdiction of the City for the purpose of performing any and all tasks necessary to implement this Agreement, and shall execute the appropriate construction easements.

2.6 The County shall be responsible for the acquisition of all property and easements necessary for the Project.

2.6.1 The City agrees to use its best efforts to assist and cooperate with the County's efforts to acquire property that lies within the City, provided assistance shall not require the exercise of eminent domain by the City.

2.7 The County shall be responsible for coordinating the public information and involvement with regards to the Project. The City shall be given the opportunity to attend and participate in any public meetings. The County shall use all reasonable efforts to minimize project impacts upon businesses located on Meadowbrook Avenue.

2.8 The parties shall appoint a contact person or persons to act as liaisons for the Project. These contact persons will meet on "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.

2.8.1 Representing the City: Kirk Holmes, Public Works Director
(425) 831-4919

Representing the County: Jessy Jose, Project Manager
(206) 296-8786

2.9 The County shall provide the City with copies of all geotechnical and geological reports, and shall provide all records of surveys, including survey and monumentation data files in a format compatible with the City's GIS format.

2.10 In providing documents/materials specified in 2.9 above, the County does not warrant the accuracy or viability of any such materials. Reliance on materials contained therein for any purpose is at the sole risk of the City.

3. COUNTY TO PROCESS AND DECIDE PROJECT PERMITS ON BEHALF OF THE CITY

3.1 The City hereby authorizes the County to review and render decisions on land use, building and other development permit applications related to portions of the Project that are located within the City. Such authority

includes, but is not limited to, application intake and review, application engineering review, permit decision making, permit inspections, issuance of final approvals, and all other permit processing on behalf of the City.

- 3.2 Administrative or quasi-judicial appeals of County decisions rendered for permits related to the Project, if any, shall be heard and decided by the County under County Code procedures, except as may be otherwise required by State law.
- 3.3 The City has determined that the standards contained in the County Code meet or exceed the standards of the City Code, and that compliance with the County standards will satisfy the requirements of the City Code. Therefore, in reviewing permit applications pursuant to this Agreement, the County shall apply the King County Code.

4. SEPA COMPLIANCE

- 4.1 The County shall serve as the lead agency for purposes of satisfying requirements of the State Environmental Policy Act (SEPA) and for all work and permitting related to the Project.
- 4.2 Administrative or quasi-judicial appeals of County SEPA decisions related to the Project, if any, shall be heard and decided by the County under County Code procedures to the extent allowed by law.

5. CONSTRUCTION CONTRACT BIDDING

- 5.1 The County shall prepare the contract bid documents for the Project.
- 5.2 The County shall advertise the contract in the official legal publication for the County and, if necessary, other newspapers to provide the widest possible coverage commensurate with the size of the project.
- 5.3 The County will provide to the City a copy of the plans and specifications advertised for bid.
- 5.4 The County will open the bids. The County will notify the City of the time and date of the opening of the bids, which is typically three weeks after the project is advertised.
- 5.5 The County shall award the contract to the lowest responsible bidder for the Project subject to applicable laws and regulations.
- 5.6 The City will be invited to attend the preconstruction conference.

6. PROJECT ADMINISTRATION

- 6.1 The County shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the execution of the Project. In providing such services within the City's jurisdiction, the County Road Engineer may exercise all the powers and perform all the duties vested by law or ordinance in the City Engineer or other City officer or department charged with street administration.
- 6.2 The City may furnish an inspector to insure proper compliance with requirements during the construction of the Project. The City's inspector shall advise the County of any deficiencies noted. The City's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance except in the case of insuring public and environmental safety.
- 6.3 The County Road Engineer shall have the final authority to determine whether any changes will be implemented.
- 6.4 Final acceptance of the Project will be by the County Road Engineer.

7. DURATION/TERMINATION

- 7.1 This Agreement shall remain in effect for a period of ten years or until Project is closed, whichever occurs first, provided that the provisions of Section 10.5 (operation and maintenance) shall survive the expiration or termination of this Agreement for a period of 50 years from the effective date of this Agreement so long as the portion of the Meadowbrook Bridge located in unincorporated King County is not annexed or incorporated into a city.
- 7.2 If expected or actual funding is withdrawn prior to commencement of construction, or 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 The County shall indemnify and hold the City harmless against any and all claims or liabilities arising out of the negligence or alleged negligence of the County, its employees, agents or contractors, in connection with activities conducted pursuant to this Agreement. The County agrees that its obligations under this subparagraph 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, the County, by mutual negotiation, hereby waives, as

respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- 8.2 The City shall indemnify and hold the County harmless against any and all claims or liabilities arising out of the negligence or alleged negligence of the City, its employees, agents or contractors, in connection with activities conducted pursuant to this Agreement. The City agrees that its obligations under this subparagraph 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, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.
- 8.3 Washington State law shall govern the respective liabilities of the parties to this Agreement for any claims or liabilities arising out of the joint negligence of the parties in connection with activities conducted pursuant to this Agreement.

9. DISPUTE RESOLUTION

- 9.1 In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, the matter shall be referred to the Director of the King County Road Services Division and to the City Public Works Director for a decision.
- 9.2 The Director of the King County Road Services Division and the City Public Works Director may also agree in writing to use another dispute resolution process.
- 9.3 Unless otherwise expressly agreed to by the parties in writing, both the City and the County shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.
- 9.4 If the dispute involves a claimed breach of this Agreement, and the parties are unable to resolve the dispute, the party claiming breach may bring suit in the King County Superior Court.

10. OTHER PROVISIONS

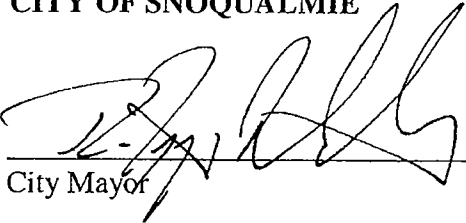
- 10.1 The County shall be deemed an independent contractor for all purposes, and the employees of the County, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees of the City.
- 10.2 The City and the County agree to discuss further planning, pursuit of grant or other funding sources and payment, and to negotiate in good faith any further agreement that may be needed to complete construction of improvements to the Meadowbrook Bridge.
- 10.3 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.
- 10.4 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.
- 10.5 The County shall continue to operate, and perform normal routine maintenance on, the Meadowbrook Bridge, including the traffic signals and controller, in accordance with County standards, including the portion of the Bridge within the City pursuant to RCW 36.75.200.
- 10.6 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.
- 10.7 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 10.8 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- 10.9 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

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

KING COUNTY

CITY OF SNOQUALMIE

King County Executive



City Mayor

Date

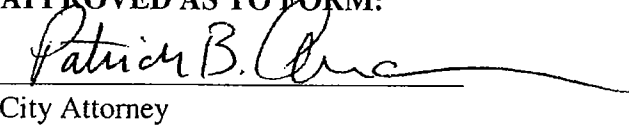
7/12/04

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



City Attorney