

October 5, 1995

Introduced By: BRIAN DERDOWSKI

Proposed No.: 95 - 680

MOTION NO. **9711**

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4 A MOTION authorizing the county executive
5 to enter into an interlocal agreement with the
6 city of Federal Way for the provision of traffic,
7 engineering and other related services.
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10 WHEREAS, the city of Federal Way has contracted with the
11 county for both roadway and traffic maintenance services
12 since incorporation, and

13 WHEREAS, in January 1994, the city began contracting
14 with private vendors for provision of roadway services only,
15 and

16 WHEREAS, the city wishes to continue contracting with
17 the county for traffic, engineering and other related
18 services, including but not limited to the inspection of
19 Hylebos Bridge, and

20 WHEREAS, the county is able and willing to provide such
21 services for the city, and

22 WHEREAS, the initial service agreement for roadway and
23 traffic maintenance services between King County and the city
24 of Federal Way will therefore be terminated and the parties
25 shall enter into this Agreement for traffic, engineering and
26 other related services, and

27 WHEREAS, pursuant to RCW 39.34, the Interlocal
28 Cooperation Act, the parties are each authorized to enter
29 into an Agreement for cooperative action;

30 NOW, THEREFORE, BE IT MOVED by the Council of King
31 county:

32 The county executive is authorized to execute an
33 interlocal agreement, substantially in the form of the

1 attached, with the city of Federal Way for the county to
2 provide traffic, engineering and other related services.

3 PASSED by a vote of 11 to 0 this 20th day of
4 November, 1995.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Kent Pullen
Chair

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ATTEST:

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Gerald A. Peterson
Clerk of the Council

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Attachments: Interlocal Agreement Between the city of
Federal Way and King county for the Provision
of Traffic, Engineering and Other Related
Services

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INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF FEDERAL WAY FOR
PROVISION OF TRAFFIC SERVICES
(Revised)

This agreement is made and entered into this day by and between the City of Federal Way, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the City desires to provide quality traffic control services for its residents, and

WHEREAS, the City does not have the organization and personnel to provide such services, and

WHEREAS, the City has contracted with the County for both roadway and traffic maintenance services since incorporation, and

WHEREAS, the City wishes to contract with private vendors for provision of roadway services beginning in 1994, and

WHEREAS, the City wishes to continue the traffic maintenance services provided by the County, and

WHEREAS, the County is able to provide such traffic services for the County, and

WHEREAS, the initial service agreement for roadway and traffic maintenance services between the City and County will therefore be terminated and the parties shall enter into this agreement for traffic, engineering and other related services effective as of March 31, 1994, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW, THEREFORE, the County and City hereby agree:

- I. Termination. The interlocal agreement between the City and County for Roadway and Traffic Maintenance Services dated January 1990 is terminated as of the effective date of this agreement.
- II. ROADS TRAFFIC SERVICES
 - A. Base Level Services
 1. The County shall provide traffic maintenance services, as identified in Exhibit 1, initially rendering such services at the same

level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, chapters 3 and 6.

2. Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the City and the County during annual budget and planning processes which plans and budgets are legislatively adopted. After adoption, within the constraints of the base level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, wherever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the City professionally other than in providing the services requested by the City.
3. Any changes in the program itself, such as service level increases or decreases, which would change the established budget commitment for labor, equipment and materials shall be negotiated and agreed upon in writing.

B. Discretionary Services.

At the request of the City, the County will provide discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings), engineering services (such as bridge inspection) and other road-related services the City may wish the County to provide. These services will be furnished through the procedure identified in Exhibit 2.

C. County and City Coordination.

1. The County will identify specific liaisons for traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison to work with the County liaison.

2. Emergency work to protect public safety and/or property will be handled as the County or City liaison deem necessary. Emergency work may include, but is not limited to, repair of malfunctioning signals or replacement of downed "Stop" signs. The City liaison will be kept informed and involved in the incident as soon as is practicable.
3. Non-emergency citizen requests shall be referred to the City. Examples of non-emergency services are listed in Exhibit 1, Section 2. The City will be responsible for prioritizing requests. The City shall communicate those priorities to the County, who shall respond accordingly.

D. Personnel and Equipment.

1. The County is acting hereunder as an independent contractor including that:
 - a. Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
 - b. Except as described in D.3 below, all persons rendering service hereunder shall be for all purposes employees of the County.
2. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of traffic services as described in paragraph II(A), or as subsequently authorized by the City.
3. In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work shall be performed by the County.

E. Compensation.

1. **Costs.** In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay

the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits) and administrative overhead costs at a rate not to exceed seventy per cent (70%) of direct labor costs. Any administrative overhead costs beyond that amount shall be subject to notification and approval by the City.

2. **Billing.** The costs of services, both basic and discretionary, will be billed monthly. The monthly bill will reflect actual costs plus the administrative overhead at the rate set forth in Paragraph II. E. 1., above. Payments are due within 30 days of the City's receipt and approval of an invoice by the City.
3. **Extraordinary Costs.** The City shall be responsible for any actual costs resulting from the City's decision to modify services.

F. City Responsibilities.

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

1. Hereby confer the authority on the County to perform the traffic maintenance services within the City limits for the purposes of carrying out this Agreement.
2. Agree that when the County provides engineering and administrative services for the City, the County Road Engineer shall exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer of department charged with street administration.
3. Adopt by ordinance all of the regulatory authority necessary to authorize the County to perform the services of this Agreement; for example, speed limits and parking regulations.

G. Duration.

This Agreement is effective upon signature by both parties. The Agreement shall renew automatically

from year to year on January 1st unless either party provides preliminary written notice by April 1, and final notice by July 15 of its intent to terminate or substantially change the Agreement effective January 1 of the next calendar year.

H. Indemnification.

Washington law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal liability arising out of the activities conducted pursuant to this Agreement.

This section shall be subject to renegotiation at any time at the request of either party to this Agreement.

I. Non-discrimination.

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City is an equal opportunity employer.

Both Parties agree to comply with all applicable State and Federal laws and regulations relating to non-discrimination.

J. 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 the County or the City during the term of this contract and three (3) years after termination.

K. Amendments.

The Agreement may be amended at any time by mutual written agreement of the authorized representatives of the parties.

L. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any

oral representations or understandings not incorporated herein are excluded.

M. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The County and City liaisons will meet at least quarterly, with either party authorized to call additional meetings with ten days' written notice to the other.

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the King County Director of Public Works for settlement.

N. Invalid Provisions

If any provision of this agreement 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.

DATED this ____ day of _____, 199__.

CITY OF FEDERAL WAY

By:

Kenneth E. Nyberg, City Manager
3530 1st Way South
Federal Way, WA 98003

ATTEST:

City Clerk, N. Christine Green

APPROVED AS TO FORM:

City Attorney, Londi K. Lindell

KING COUNTY

By: King County Executive

APPROVED AS TO FORM:

King County Prosecuting
Attorney

1. **Base Level Services.** King County proposes to provide traffic maintenance services within the city limits of Federal Way at the levels described in Section II of the Agreement as follows: (Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the Agreement provides and what the City directs if the request is within its ability to provide.)
2. **Traffic Base Maintenance.** The following are examples of base level services and roadway features which may or may not be included in traffic maintenance services provided by the County. Actual services provided will be those requested by the City which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all base level roadway features.
 - 2.1 **Sign Maintenance.** Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleaned posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.
 - 2.2 **Crosswalks.** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.3 **Stop Bars.** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
 - 2.4 **Arrows/Legends.** Remarketing worn arrows, removing when appropriate.
 - 2.5 **Curb Painting.** Maintenance of curbing, islands, and parking stalls.
 - 2.6 **Raised Pavement Markers.** Removal and replacement of raised pavement markers, such as buttons or rumble bars.
 - 2.7 **Striping.** Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
 - 2.8 **Street Lights.** Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.
 - 2.9 **Utility Locating.** Locating underground traffic facilities for utilities or other digging operations.

2.10 **Signal Maintenance.** Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.

2.11 **Flasher/Crosswalk Preventative Maintenance.** Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

Base level traffic maintenance service levels as set by the City shall reflect City policies and may or may not be similar to County policies. The City shall solely be responsible for setting service level policies for all roadway features. The County acts as a contractor for purposes of implementation of City policy.

3. Traffic Discretionary Services.

3.1 King County standards for discretionary services shall apply to traffic signal installation and maintenance unless otherwise specified in writing by the City at least sixty (60) days in advance.

3.2 For non-signal traffic discretionary services, the Manual for Uniform Traffic Control Devices shall apply.

4. Other Road Related Services. Engineering and other related discretionary services may include, but not be limited to, inspection of the Hylebos Bridge and recommendations regarding improvement/repair.

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Exhibit 2

Discretionary Services Request Process

1. Request for services is received or identified by the City.
2. The City shall determine if it is a discretionary or basic service. If discretionary, the City liaison shall fill out a Request for Discretionary Road Maintenance Service Form A (attached).
3. The City Manager or designee shall sign Form A under the "authorization for County to proceed" section.
4. Form A shall be faxed to the County liaison.
5. The County liaison shall delegate the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the Discretionary Request shall be filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached.)
7. The County Road Engineer shall review the request and sign. The signed Form B shall be then forwarded to the City and the County section which will accomplish the work.
8. If the cost estimate is over \$500, Form B shall be faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work shall begin.
10. When the work is finished, a copy of the completed work shall be mailed or faxed to the City.
11. The County and City liaisons shall maintain a file of completed Work Orders and copies of the Discretionary Service Request forms.
12. The County liaison shall maintain a tracking system of the Discretionary Service Requests and shall provide the City with an updated copy at least quarterly.