

January 30, 1996

Introduced By: LOUISE MILLER

Proposed No.: 96-321

**10027**

MOTION NO.

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A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Redmond for the county to provide or perform traffic and/or roadway maintenance services for the city of Redmond.

WHEREAS, the city of Redmond owns and public roads and traffic devices which require maintenance and other improvements, and

WHEREAS, the city has the personnel and equipment to maintain these facilities, and

WHEREAS, the city wishes to supplement its existing road services by having King County perform specific maintenance, staff, or engineering services (herein referred to as "traffic and/or roadway maintenance services") within the city limits, and

WHEREAS, both parties can achieve cost savings and benefits in the public's interest by entering into this agreement, and

WHEREAS, this agreement reflects the commitment of the county and its road services division to market its services and to generate new clients;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement, substantially in the form of the attached, with the city of Redmond for the county to provide

1 or perform traffic and/or roadway maintenance services for  
2 the city of Redmond.

3 PASSED by a vote of 11 to 0 this 23<sup>rd</sup> day of  
4 December, 1996.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7 Kent Pullen

8  
9 Jane Hague  
CHAIR

10 ATTEST:

11 Gerald A. Pitman  
12 Clerk of the Council  
13

14 Attachments: An Interlocal Agreement between King County  
15 and the City of Redmond for Provision of  
16 Traffic and/or Roadway Maintenance Services

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
AND THE CITY OF REDMOND  
FOR PROVISION OF TRAFFIC AND/OR ROADWAY MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into by and between the County of King, a governmental subdivision of the State of Washington, hereinafter called the "County," and the City of Redmond, hereinafter called the "City."

WHEREAS, the City owns public roads and traffic devices which require maintenance and/or other improvements, and

WHEREAS, the City wishes to have the County to provide or perform certain maintenance, staff, or engineering services hereinafter referred to as "traffic and/or roadway maintenance services," and

WHEREAS, the parties can achieve cost savings and benefits in the public's interest by having the County complete those traffic and/or roadway maintenance services, and

WHEREAS, this Agreement establishes the City's role and responsibilities as the recipient of traffic and/or roadway maintenance services and the County's role and responsibilities as the provider of such services, and

NOW THEREFORE, it is hereby covenanted and agreed by and between the parties hereto as follows:

**TERMS AND CONDITIONS:**

1. Traffic and/or Roadway Maintenance Services
  - 1.1 The County proposes to provide the City with individual traffic and/or roadway maintenance services such as those listed on Exhibit 1 of this Agreement.
  - 1.2 The County shall only perform individual traffic and/or roadway maintenance services as requested by the City through the procedure described in Section 2 below.
  - 1.3 The level of traffic and/or roadway maintenance services provided by the County shall be set by the City and shall reflect City policies which may or may not be similar to County policies. The City shall solely be responsible for setting service level standards for all roadway features. The County is merely a contractor for the purpose of implementing City policies.

- 1.4 The County shall act as a contractor of services only and will not purport to represent the City professionally other than in providing the services requested.
- 1.5 The County shall be the lead agency for the completion of work items requested by the City. The County shall provide traffic and/or roadway maintenance services in the type, nature, and magnitude requested by the City and subsequently negotiated between the City and the County, except for emergency services as described in Section 3.3 of this Agreement.
- 1.6 In the event either party decides to make changes to the work items requested which alters the original scope of work requested, written correspondence from the City authorizing such changes shall be required preceding any such work.

## 2. Procedure for Requesting Traffic and/or Roadway Maintenance Services

- 2.1 The City shall request traffic and/or roadway maintenance services furnished by the County through the procedure identified in Exhibit 2 of this Agreement, except for emergency services described in Section 3.3 below.
- 2.2 The County shall provide the City with a cost estimate for individual service requests.
- 2.3 If the service requested is an on-going service or project (for example, signal maintenance, sign maintenance, or street sweeping), the City and County shall prepare a Letter of Understanding identifying the on-going service or project, related cost estimates, expected duration, and contact persons responsible for coordinating service provision. The executed Letter of Understanding shall be appended to this Agreement.
- 2.4 The Manager of King County's Division of Roads and Engineering, herein referred to as the County Road Engineer, or designee, and the City Manager or designee, are each authorized to approve individual traffic service requests, and are each authorized to execute a Letter of Understanding for on-going services.

## 3. County and City Coordination

- 3.1 The City and County shall identify by written correspondence the City and County operations liaison(s) responsible for administering day-to-day operational activities related to the provision of traffic and/or roadway maintenance services. The City and County shall identify also by written correspondence the City and County contract liaison(s) responsible for reviewing contract performance and for notifying the other party of an intent to terminate or make substantial changes to this Agreement, described in Section 8.2 below. The County contract liaison shall

be responsible for notifying the City of changes in the County's administrative overhead rates, described in Section 5.2 below.

- 3.2 The County and City contract liaisons shall meet periodically as needed to review contract performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the City and County contract liaisons shall be referred to the City Manager and the County Road Engineer.
- 3.3 In the event the City requests signal maintenance or sign maintenance or roadway maintenance, and pursuant to an executed Letter of Understanding for the provision of these individual on-going services, the County shall perform emergency work within the scope of work provided, without regard to the procedure identified in Section 2 of this Agreement. Emergency work shall be handled as the County and City operations liaisons deem necessary to protect public safety and/or property. Emergency work may include, but not be limited to, repair of malfunctioning signals or replacement of downed 'Stop' signs. In the event the County deems emergency work should be performed without delay and is unable to first inform the City, the County shall perform the emergency work, and will inform the City operations liaison as soon as possible. The County shall bill the City for the emergency work performed in accordance with Section 5.2 below.
- 3.4 The County shall refer all non-emergency citizen requests it receives to the City. The City shall be responsible for prioritizing service requests.

4. Personnel and Equipment

- 4.1 The County is acting hereunder as an independent contractor so 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 4.3 below, all persons rendering service hereunder shall be for all purposes employees of the County.
- 4.2 The County shall furnish all personnel, resources and materials deemed by the County as necessary to provide the level of traffic and/or roadway maintenance services herein described and subsequently requested and authorized by the City.
- 4.3 In the event the County uses contract services to perform one or more of the services requested by the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

- 5.1 Costs. In consideration of the traffic and/or roadway maintenance services provided by the County as set forth herein, the City promises to pay the County for actual costs (direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits, and administrative overhead costs). Administrative overhead costs for each work item shall be charged as a percentage of direct labor costs. The County's administrative overhead rate for 1995 is 65% for traffic services and 68% for roadway maintenance services. The County will recalculate its administrative overhead rates by the end of the first quarter of each calendar year, and said rates shall take effect on January 1 of the next calendar year. A County liaison shall notify the City of the new rates as soon as practicable.
- 5.2 Billing. The County shall bill the City monthly for the costs of services provided. The monthly bill will reflect actual costs plus the administrative overhead set forth in Section 5.1 above. Payments are due within 30 days of the City's receipt of said invoice.
- 5.3 Extraordinary Costs. Whenever the City desires to modify services, the City shall notify the County of that desire and the County shall, before providing the modified service, advise the City as to whether the modification would result in any increased or extraordinary costs and the amount thereof. If, after receiving such notification, the City authorizes the modification of service, then the City shall be responsible for increased or extraordinary costs in the amount specified by the County. If the City determines not to authorize the modification of service, then services shall continue as before.

6. City Responsibilities

- 6.1 The City shall confer hereby the authority on the County to perform traffic and/or roadway maintenance services within the City limits for the purposes of carrying out this Agreement.
- 6.2 The City agrees that when the County provides engineering and administrative services for the City for the purpose of executing this Agreement, the County Road Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
- 6.3 Nothing in this Section 6 shall alter the status of the County and County Road Engineer as an independent contractor of the City, and the County's actions shall not be deemed to be those of the City when exercising the authority granted in this Section 6.

7. County Responsibilities

- 7.1 The County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies to perform the services requested by the City.
- 7.2 The County shall make every effort to recognize pertinent City deadlines for completion of traffic and/or roadway maintenance services, and shall notify the City of any hardship or other inability to perform the services requested, including postponement of work due to circumstances requiring the County to prioritize its resources toward emergency related work outside of the City limits.

8. Duration

- 8.1 This Agreement is effective upon signature by both parties, and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year, unless modified by either party according to the procedures outlined in Section 8.2 below.
- 8.2 This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year with the following exceptions:
- 8.2.1 If the City wishes to substantially reduce (as defined in 8.3 below) the services provided to it by the County, a 90-day written notification shall be given to the County contract liaison by the City contract liaison
- 8.2.2 If the City wishes to substantially increase (as defined in 8.3 below) the services provided to it by the County, the City contract liaison shall provide the County contract liaison with written notification by June 1 of the preceding calendar year.
- 8.3 A substantial change is defined as an increase or decrease in the quantity of on-going services requested by the City resulting in a +/- 10% change to the aggregated estimate of costs for on-going services at the time of notification.

The terms and conditions of this Agreement shall renew from year to year unless such substantial changes are proposed in the manner described herein.

- 8.3 The City may modify the level of on-going services up to 10% of the aggregated estimate of costs for on-going services with 60 days written notice to the County.

9. Indemnification

- 9.1 It is the intention of the parties to this agreement that each party shall be responsible for its own acts or omissions. Nothing contained herein shall relieve either party of any obligation or responsibility imposed upon it by law.
- 9.2 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 9.3 By the County. The County agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the County, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the County, its officers, agents, or employees, in connection with the services required by this agreement, provided, however, that:
- a. The County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
  - b. The County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the County and the City, or of the County and a third party other than an officer, agent, employee of the County, shall apply only to the extent of the negligence or willful misconduct of the County.
- 9.4 By the City. The City agrees to indemnify, hold harmless, and defend the County, its elected and appointed officials, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents, or employees, in connection with the services required by this agreement, provided, provided, however, that:
- a. The City's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the County, its officers, agents or employees; and



b. The City's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the City and the County, or of the City and a third party other than an officer, agent, or employee of the City, shall apply only to the extent of the negligence or willful misconduct of the City.

9.5 The parties agree that their obligations under this Section 9 extend to any claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

9.6 The provisions of this Section 9 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

10. Insurance

The County certifies that it is fully self-insured.

11. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers.

12. Audits and Inspections

The records and documents with respect to all matters covered by this agreement shall be retained and 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.

13. Entire Agreement and Amendments

This Agreement contains the entire written agreement of the parties hereto and supersedes any and all prior oral or written representations or understandings. This agreement may be amended at anytime by mutual written agreement between the parties. This Agreement may be amended to provide the City with additional services beyond those relating to traffic and/or roadway maintenance services.

14. 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.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF REDMOND

\_\_\_\_\_  
For King County Executive

\_\_\_\_\_  
Mayor, City of Redmond

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Prosecuting  
Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

1. **Traffic Services:** The following are examples of traffic services provided by the County. Actual services provided will be those requested by the City, and the County shall provide such services in the magnitude, nature, and manner requested by the City. The City shall set its own service level standards and policies for all roadway features. The County is merely a contractor for the purpose of implementing City roadway service standards and policies.
  - 1.1 **Sign Maintenance:** Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated 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, and installation of new signs when the City requests.
  - 1.2 **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.
  - 1.3 **Sign Fabrication:** Design and fabricate signs of any size as needed by the City.
  - 1.4 **Crosswalks:** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
  - 1.5 **Stop Bars:** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
  - 1.6 **Arrows/Legends:** Remarketing worn arrows, removing when appropriate.
  - 1.7 **Curb Painting:** Maintenance of curbing, islands, and parking stalls.
  - 1.8 **Raised Pavement Markers:** Removal and replacement of raised pavement markers or rumble bars.

- 1.9 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.
  - 1.10 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.
  - 1.11 Utility locating: Locating underground traffic facilities for utilities or other digging operations.
  - 1.12 Flasher/crosswalk preventative maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.
2. Roadway Maintenance: The following are examples of roadway maintenance services provided by the County. Actual services provided will be those requested by the City, and the County shall provide such services in the magnitude, nature, and manner requested by the City. The City shall set its own service level standards and policies for all roadway features. The County is merely a contractor for the purpose of implementing City roadway service standards and policies.
- 2.1 Traveled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
  - 2.2 Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
  - 2.3 Drainage: Installation of drainage pipe, curb, catch basins, culvert headers/trash racks; hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
  - 2.4 Structures: Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls; rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
  - 2.5 Traffic and Pedestrian Facilities: Concrete sidewalk installation; sidewalk/walkway repair, hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.

- 2.6 Roadside: Landscape restoration; slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.

## Exhibit 2

## Traffic and/or Roadway Maintenance Services Request Process

1. City liaison completes a Request for Traffic and/or Roadway Maintenance Services, Form I (attached).
2. City Manager or designee signs under the heading "Authorization for Request of Traffic and/or Roadway Maintenance Services" on Form I.
3. Form I is faxed to the County liaison.
4. County liaison delegates the request to the appropriate section for investigation.
5. Following the investigation, Form II of the Request for Traffic and/or roadway maintenance services form is completed by the appropriate section representative (Form II shall include the recommended action, cost estimate, work order number and proposed schedule -- see attached).
6. The County's cost estimate shall include cost for design, maintenance, materials, construction, inspection, and administrative overhead costs as described in Section 5.1 of the Agreement.
7. The County Road Engineer or designee shall review Form II and authorize work to begin by signing Form II. The signed Form II shall be forwarded to the County section that will accomplish the work.
8. If the cost estimate is over \$500, Form II is faxed to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. When the work has been completed, a copy of the completed work order is mailed or faxed to the City.
10. The County and City liaisons maintain a file of all traffic and/or roadway maintenance service requests and attach to each original request a copy of the completed Form II and the completed work order(s).
12. The County liaison maintains a tracking system of the all traffic and/or roadway maintenance service requests and provides the City with an updated report at least quarterly.

REQUEST AND APPROVAL FOR TRAFFIC AND/OR ROADWAY MAINTENANCE SERVICES - REDMOND

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Traffic and/or Roadway Maintenance services:

\_\_\_\_\_  
Redmond Authorized Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

FORM II

Date:

Project/Work Order Number:\_\_\_\_\_

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Date Completed:

\_\_\_\_\_  
County Road Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Redmond Authorized Signature

\_\_\_\_\_  
Date