

April 16, 1998

Introduced By:

ROB MCKENNA
LOUISE MILLER

Proposed No.:

98-275

MOTION NO. **10485**

1
2 A MOTION authorizing the county executive to enter into an
3 interlocal agreement with the town of Skykomish for the
4 county to provide or perform road services on an "as needed"
5 basis.
6

7 WHEREAS, the town of Skykomish is legally responsible for repair and
8 maintenance of roadways in its service area when such repair and/or maintenance is
9 occasioned by the town's installation, operation or maintenance of its facilities in the road
10 right-of-way, and

11 WHEREAS, the town wishes to have the county road services division perform
12 certain services for the town, and

13 WHEREAS, the county is willing and able to perform such services, and

14 WHEREAS, the parties can achieve cost savings and benefits in the public's
15 interest by having the county complete those services for the town at the town's expense;

10485

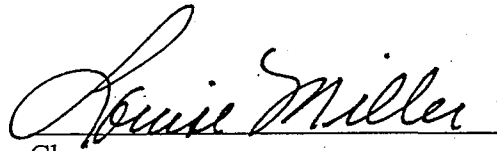
1 NOW, THEREFORE BE IT MOVED by the Council of King County:

2 The county executive is authorized to execute and interlocal agreement,
3 substantially in the form of the attached, with the town of Skykomish for the county to
4 provide or perform roadway services on an "as needed" basis.

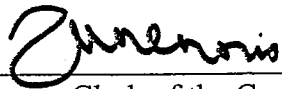
5 PASSED by a vote of 13 to 0 this 29th day of June,

6 1998

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 
10 Chair

11 ATTEST:

12 

13 Clerk of the Council

14 Attachments: Interlocal Agreement between King County & the town of Skykomish

15

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE TOWN OF
SKYKOMISH FOR PROVISION OF SERVICES BY THE KING COUNTY ROAD
SERVICES DIVISION**

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 Town of Skykomish, hereinafter called the "Town."

RECITALS

- A. The Town owns public roads and traffic devices which require maintenance and/or other improvements.
- B. The Town wishes the County Road Services Division to provide or perform certain services for the Town.
- C. The parties can achieve cost savings and benefits in the public's interest by having the County complete those services for the Town at the Town's expense.
- D. This Agreement establishes the Town's role and responsibilities as the recipient of such services and the County's role and responsibilities as the provider of such services.
- E. The parties are authorized by RCW Chapter 39.34 to enter into an interlocal cooperation agreement of this nature.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS:

1. Services

- 1.1 The County Road Services Division will, upon the Town's request, provide the Town with services such as those listed on Exhibit 1 of this Agreement. Exhibit 1 may be amended from time to time by letter supplement to provide for changes in the services provided within the road right-of-way and/or the provision of additional services beyond those relating to work within the road right-of-way. Such letter supplement shall be signed by the Road Services Division Manager and the Town Mayor and shall be attached to this Agreement.
- 1.2 The County shall only perform services as requested by the Town through the procedure described in Section 2 below.

- 1.3 The County shall act as a contractor of services only and will not purport to represent the Town professionally other than in providing the services requested.
- 1.4 The County shall be the lead agency for the completion of work items requested by the Town. The County shall provide maintenance services in the type, nature, and magnitude requested by the Town.
- 1.5 In the event either party decides to make changes to the work items requested that alters the original scope of work, written notification from the Town authorizing such changes shall be required preceding any such work..

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

- 2.1 The Town shall request services furnished by the County through the procedure identified in Exhibit 2 of this Agreement.
- 2.2 The County shall provide the Town with a cost estimate for individual service requests.

3. County and Town Coordination

- 3.1 The Town and County shall notify each other in writing of their respective operations liaison(s) responsible for administering day-to-day operational activities related to the provision of services under this Agreement.
- 3.2 The County and Town contract liaisons shall meet as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the Town and County contract liaisons shall be referred to the Town Mayor and the Road Services Division Manager.

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 work 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 to be necessary to provide the level of traffic and/or roadway maintenance services herein described and subsequently requested and authorized by the Town.

- 4.3 In the event the County uses a contractor to perform one or more of the services requested by the Town, the appropriate supervision and inspection of the contractor's work will be performed by the County.

5. Compensation

- 5.1 Costs The Town will pay the County for actual costs (direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits, and administrative overhead costs) for the services provided by the County as set forth herein. Administrative overhead costs for each work item shall be charged as a percentage of direct labor costs.
- 5.2 Billing The County shall bill the Town 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 Town's receipt of said invoice.
- 5.3 Extraordinary Costs Whenever the Town desires to modify services, it shall notify the County of that desire, and the County shall, before providing the modified service, advise the Town as to whether the modification would result in any increased or extraordinary costs and the amount thereof. If, after receiving such notification, the Town authorizes the modification of service, then it shall be responsible for any increased or extraordinary costs in the amount specified by the County. If the Town decides not to authorize the modification of service, then services shall continue as before.

6. Town Responsibilities

- 6.1 The Town hereby gives authority on the County to perform services within the Town limits for the purposes of carrying out this Agreement.
- 6.2 The Town is responsible for obtaining any permits or other authorizations that may be necessary for the County to carry out the work under this Agreement.
- 6.3 Nothing in this Section 6 shall alter the status of the County and the Road Services Division Manager as an independent contractor of the Town, and the County's actions shall not be deemed to be those of the Town 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 Town.
- 7.2 The County shall make every effort to recognize pertinent Town deadlines for completion of traffic and/or roadway maintenance services, and shall notify the Town 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 Town 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.
- 8.2 This Agreement shall renew automatically from year to year effective January 1 to December 31 of each calendar year, unless either party notifies the other in writing to terminate or make substantial changes to this Agreement by April 1 of the preceding calendar year.

9. Indemnification

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

10. Insurance

The County certifies that it is fully self-insured.

11. Nondiscrimination

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

12. Audits and Inspections

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review, or audit by the County or the Town during the term of this contract and for 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 any time by mutual, written agreement between the parties.

14. Invalid Provisions

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected 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 TOWN OF SKYKOMISH

King County Executive

Mayor

(Date)

(Date)

Approved as to Form

Approved as to Form

King County Prosecuting
Attorney

Town Attorney

(Date)

(Date)

Exhibit 1

1. Traffic Services: The following are examples of traffic services provided by the County. Actual services provided will be those requested by the Town, and the County shall provide such services in the magnitude, nature, and manner requested by the Town. The Town shall set its own service level standards and policies for all roadway features. The County is merely a contractor for the purpose of implementing Town 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, installation of new signs upon Town request.
 - 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 and supports or wiring external to controller cabinets, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair, preventative maintenance.
 - 1.3 Sign Fabrication: Design and fabricate signs of any size as needed by the Town.
 - 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 and 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, removal of lines, stripes, or symbols.

- 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 Town, and the County shall provide such services in the magnitude, nature, and manner requested by the Town. The Town shall set its own service level standards and policies for all roadway features. The County is merely a contractor for the purpose of implementing Town roadway service standards and policies.
- 2.1 Traveled Roadway Surface: Patching, crack pouring, pre-level work, pavement replacement, grading, dust control.
 - 2.2 Shoulders: Restoration construction, paving, curb and gutter repair, spraying, extending pavement edge.
 - 2.3 Drainage: Installation of drainage pipe, curb, catchbasins, culvert headers/trash racks; hand ditching, drainage pipe repair, catchbasin and manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catchbasin repair, culvert header/trash rack replacement and repair, bucket ditching, catchbasin replacement, erosion control, catchbasin/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, maintaining 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 spraying, tansy ragwort spraying, washout repair.

Exhibit 2

Traffic and/or Roadway Maintenance Services Request Process

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

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

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

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

Skykomish Authorized Signature Date

FORM II

Date: Project/Work Order Number: _____

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed: Date Completed:

Manager, Road Services Division Date

Skykomish Authorized Signature Date
(if cost estimate over \$500)