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Introduced By: BRIAN DERDOWSKI

Clerk 02/24/99

Proposed No.: 1999-0108

MOTION NO. **10653**

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A MOTION authorizing the county executive to enter into an interlocal agreement with the City of Issaquah for the county to provide or perform road maintenance services on an "as needed" basis.

WHEREAS, the City of Issaquah is legally responsible for repair and maintenance of roadways in its service area when the repair or maintenance, or both, is occasioned by the city's installation, operation or maintenance of its facilities in the road right of way, and

WHEREAS, the city wishes to have the county road services division perform certain services for the city, and

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

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

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

The county executive is authorized to execute an interlocal agreement, substantially

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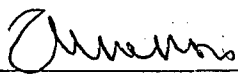
1 in the form of the attached, with the City of Issaquah for the county to provide or perform  
2 roadway services on an "as needed" basis.

3 PASSED by a vote of 13 to 0 this 29<sup>th</sup> day of  
4 March, 1999.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7   
8 Chair

9 ATTEST:

10   
11 Clerk of the Council

12 Attachments: Interlocal Agreement Between King County and the City of Issaquah for  
13 Provision of Services by the King County Road Services Division

## INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH 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 City of Issaquah, hereinafter called the "City."

### RECITALS

- A. The City owns public roads and traffic devices which require maintenance and/or other improvements.
- B. The City wishes the County Road Services Division to provide or perform certain services for the City.
- C. The parties can achieve cost savings and benefits in the public's interest by having the County complete those services for the City at the City's expense.
- D. This Agreement establishes the City'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 City's request, provide the City with services such as those listed on Exhibit 1 of this Agreement, attached hereto and incorporated by reference as if set forth in full. 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 City Administrator or designee and shall be attached to this Agreement.
- 1.2 The County shall only perform services as requested by the City through the procedure described in Section 2 below.

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- 1.3 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.
  - 1.4 The County shall be the lead agency for the completion of work items requested by the City. The County shall provide maintenance services in the type, nature, and magnitude requested by the City.
  - 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 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 services furnished by the County through the procedure identified in Exhibit 2 of this Agreement, attached hereto and incorporated by reference as if set forth in full.
  - 2.2 The County shall provide the City with a cost estimate for individual service requests.
3. County and City Coordination
- 3.1 The City 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 City 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 City and County contract liaisons shall be referred to the City Administrator or designee 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 City.
- 4.3 In the event the County uses a contractor 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 The City 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 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, it 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 it shall be responsible for any increased or extraordinary costs in the amount specified by the County. If the City decides not to authorize the modification of service, then services shall continue as before.

6. City Responsibilities

- 6.1 The City hereby gives authority on the County to perform services within the City limits for the purposes of carrying out this Agreement.
- 6.2 The City 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 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.

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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.
- 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 thirty (30) days prior to the effective date of the termination or the substantial changes.

9. Indemnification

- 9.1 By the County. The County agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, agents, and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the County, or damage to property, arising out of any negligent act, error or omission of the County, its officials, agents or employees, in the performance of this Agreement, provided, however, that:
  - a. The County's obligation to indemnify, defend and hold harmless the City shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its officials, agents or employees;
  - b. The County's obligation to indemnify, defend and hold harmless the City for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the County and the City, or of the County and a third party other than an official, agent or employee of the County, shall apply only to the extent of the negligence of the County, its officials, agents or employees; and

- c. In the event that any suit based upon such a claim, action, loss or liability is brought against the City, or the City and the County, and the County is obligated by this Agreement to indemnify, defend and hold harmless the City, the County shall defend the same at its sole cost and expense, provided that the City reserves the right to participate in said suit if any principle of government or public law is involved, and if final judgment be rendered against the City, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the County shall satisfy the same, and all costs, expenses and attorney's fees.

9.2 By the City. The City agrees to indemnify, defend and hold harmless, the County, its elected and appointed officials, agents and employees, from and against any and all claims, actions, suits, losses or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any negligent act, error or omission of the City, its officials, agents or employees, in connection with the performance of this Agreement, provided, however, that:

- a. The City's obligation to indemnify, defend and hold harmless the County shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the County, its officials, agents or employees;
- b. The City's obligation to indemnify, defend and hold harmless the County for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of the City and the County, or of the City and a third party other than an official, agent or employee of the City, shall apply only to the extent of the negligence of the City, its officials, agents or employees;
- c. 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 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 be responsible for the proportion of the damages, costs, expenses and attorney's fees that are attributable to the existence, validity or effect of City ordinances, rules or regulations; and
- d. In the event that any suit based upon such a claim, action, loss or liability is brought against the County, or the County and the City, and the City is obligated by this Agreement to indemnify, defend and hold harmless the County, the City shall defend the same at its sole cost and expense, provided that the County reserves the right to participate in said suit if any principle of

government or public law is involved, and if final judgment be rendered against the County, its officials, agents or employees, or any of them, or jointly against the County and the City and their respective officials, agents or employees, or any of them, the City shall satisfy the same, and all costs, expenses and attorney's fees.

9.3 The parties agree that their obligations under this Section 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.

9.4 The provisions of this Section 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. Nondiscrimination

The County and the City 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 City 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.



15. No Third Party Beneficiary

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.

16. Waiver

Waiver of any 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.

IN WITNESS, THEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF ISSAQUAH

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

\_\_\_\_\_  
Mayor

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

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

Approved as to Form

Approved as to Form

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

\_\_\_\_\_  
City 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 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, cleaning 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, installation of new signs upon City 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 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: Remarking 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 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 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. City liaison completes a "Request and Approval for Traffic and/or Roadway Maintenance Services" (Form I attached).
2. City Administrator 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 City liaison for signature by the City Administrator 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 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.
11. The County liaison maintains a tracking system of all the 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 - ISSAQUAH

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

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

\_\_\_\_\_  
Issaquah 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

\_\_\_\_\_  
Issaquah Authorized Signature  
(if cost estimate over \$500)

\_\_\_\_\_  
Date