

May 12, 1997
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Introduced By: GREG NICKELS

Proposed No.: 97-430

MOTION NO.

10300

1
2
3 A MOTION authorizing the county executive to
4 enter into an interlocal agreement with the
5 Vashon Park District for the county to provide or
6 perform roadway maintenance services for the
7 Vashon Park District.
8

9 WHEREAS, the Vashon Park District owns public roads
10 which require maintenance and other improvements, and

11 WHEREAS, the district has the personnel and equipment to
12 maintain these facilities, and

13 WHEREAS, the district wishes to supplement its existing
14 road services by having King County perform specific
15 maintenance, staff, or engineering services (herein referred
16 to as "roadway maintenance services") within the district
17 limits, and

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

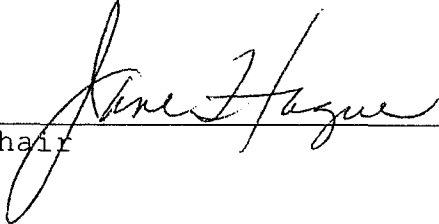
21 WHEREAS, this agreement reflects the commitment of the
22 county and its road services division to market its services
23 and to generate new clients;

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

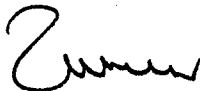
1 The county executive is authorized to execute an
2 interlocal agreement, substantially in the form of the
3 attached, with the Vashon Park District for the county to
4 provide or perform roadway maintenance services for the
5 Vashon Park District.

6 PASSED by a vote of 13 to 0 this 8th day of
7 September, 1997.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 
11 Chair
12

13 ATTEST:

14 
15 Clerk of the Council
16

17 Attachments: An Interlocal Agreement between King County
18 and the Vashon Park District for Provision of
19 Roadway Maintenance Services

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE VASHON PARK DISTRICT
FOR PROVISION OF ROADWAY MAINTENANCE SERVICES**

THIS AGREEMENT is entered into by and between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter called the "County," and the Vashon Park District, hereinafter called the "District."

WHEREAS, the District owns public roads which require maintenance and/or other improvements, and

WHEREAS, the District wishes to have the County to provide or perform certain roadway maintenance services, and

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

WHEREAS, this Agreement establishes the District's role and responsibilities as the recipient of such 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. Roadway Maintenance Services

- 1.1 The County proposes to provide the District with roadway maintenance services such as those listed on Exhibit 1 of this Agreement.
- 1.2 The County shall only perform roadway maintenance services as requested by the District through the procedure described in Section 2 below.
- 1.4 The County shall act as a contractor of services only and will not purport to represent the District 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 District. The County shall provide roadway maintenance services in the type, nature, and magnitude requested by the District.

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 District authorizing such changes shall be required preceding any such work.

2. Procedure for Requesting Roadway Maintenance Services

2.1 The District shall request roadway maintenance services furnished by the County through the procedure identified in Exhibit 2 of this Agreement.

2.2 The County shall provide the District with a cost estimate for individual service requests.

3. County and District Coordination

3.1 The District and County shall identify by written correspondence the District and County operations liaison(s) responsible for administering day-to-day operational activities related to the provision of roadway maintenance services. The District and County shall identify also by written correspondence the District 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.

3.2 The County and District contract liaisons shall meet as needed to review contract performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the District and County contract liaisons shall be referred to the District Manager and the County Road Engineer.

3.3 The County shall refer all citizen requests it receives to the District. The District 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 roadway maintenance services herein described and subsequently requested and authorized by the District.

- 4.3 In the event the County uses contract services to perform one or more of the services requested by the District, 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 roadway maintenance services provided by the County as set forth herein, the District 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 1996 is 65% 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 District of the new rates as soon as practicable.

5.2 Billing. The County shall bill the District 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.

6. District Responsibilities

6.1 The District shall confer hereby the authority on the County to perform roadway maintenance services within the District limits for the purposes of carrying out this Agreement.

6.2 Nothing in this Section 6 shall alter the status of the County and County Road Engineer as an independent contractor of the District, and the County's actions shall not be deemed to be those of the District 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 District.

7.2 The County shall make every effort to recognize pertinent District deadlines for completion of 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 District 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 liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of activities conducted pursuant to this contract.

10. Insurance

The County certifies that it is fully self-insured.

11. Non-discrimination

The County and the District 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 District during the term of this contract and three (3) years after termination.

14. 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 District with additional services beyond those relating to roadway maintenance services.

15. 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

VASHON PARK DISTRICT

KING COUNTY EXECUTIVE

Kendy Breucke

DIRECTOR OF PARK DISTRICT

(Date)

4/23/97

(Date)

Approved as to Form

Approved as to Form

King County Prosecuting
Attorney

[Signature]

Park District Attorney

(Date)

4/10/97

(Date)

1. Roadway Maintenance: The following are examples of roadway maintenance services provided by the County. Actual services provided will be those requested by the District, and the County shall provide such services in the magnitude, nature, and manner requested by the District. The District shall set its own service level standards and policies for all roadway features. The County is merely a contractor for the purpose of implementing District roadway service standards and policies.
 - 1.1 Traveled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
 - 1.2 Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
 - 1.3 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.
 - 1.4 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.
 - 1.5 Traffic and Pedestrian Facilities: Concrete sidewalk installation; sidewalk/walkway repair, hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.
 - 1.6 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.

Roadway Maintenance Services Request Process

1. District liaison completes a Request for Roadway Maintenance Services, Form I (attached).
2. District Manager or designee signs under the heading "Authorization for Request of 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 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 District liaison for an approval signature by the District Manager or designee to expend over that amount. The signed Form II is 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 District.
10. The County and District liaisons maintain a file of all roadway maintenance service requests and attach to each original request a copy of the completed Form II and the completed work order(s).

10300

REQUEST AND APPROVAL FOR ROADWAY MAINTENANCE SERVICES
VASHON PARK DISTRICT

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Roadway Maintenance services:

Park District 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

Park District Authorized Signature
(if cost estimate is over \$500)

Date