

September 30, 1997  
clerk 10/2/97  
ST/LK 424W2

Introduced By: Brian Derdowski

Proposed No.: 97-603

MOTION NO. **10339**

1  
2 A MOTION authorizing the County Executive to enter into an  
3 interlocal agreement with the City of Maple Valley relating to  
4 roads maintenance services.  
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6 WHEREAS, the city of Maple Valley incorporated on August 31, 1997, and

7 WHEREAS, the county has and will provide the city with roads maintenance services for  
8 the period of 60 days following incorporation, without charge, as provided under RCW  
9 35.02.220, and

10 WHEREAS, the city desires to provide quality road maintenance and traffic control  
11 services for its residents, and

12 WHEREAS, the county is able and willing to provide such roads and traffic services for  
13 the city, and

14 WHEREAS, it is in the public interest that the jurisdictions cooperate to provide  
15 effective and cost efficient transportation services, and

16 WHEREAS, pursuant to RCW 39.34, the city and the county are each authorized to  
17 enter into an agreement for cooperative actions;

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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 attached, with the city of Maple Valley for roads maintenance services.

PASSED by a vote of 12 to 0 this 20<sup>th</sup> day of October, 19 97

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hayes  
Chair

ATTEST:

Zuzenari  
Clerk of the Council

Attachments: Roads Service Interlocal Agreement

AN INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF MAPLE VALLEY  
FOR PROVISION OF ROADS MAINTENANCE SERVICES

This Agreement is made and entered into this day by and between the City of Maple Valley, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Maple Valley have voted to become an incorporated city, and

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

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

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

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

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

NOW, THEREFORE, the County and City hereby agree:

1. Base Level Services

- 1.1 The County will provide roadway and traffic maintenance services, as identified in Exhibit 1, within the City limits, 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. 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 City directs if the request is within its ability to provide.

September 24, 1997

- 1.2 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 in which plans and budgets are adopted by legislation. 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, whenever 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.
- 1.3 Any changes to the level and scope of services provided through this Agreement, which would change the established budget commitment for labor, equipment and materials, shall be negotiated and agreed upon by a mutual, written Agreement of the County Road Engineer and City Manager.

2. Discretionary Services

- 2.1 At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual, written Agreement of the County Road Engineer and City Manager. The amendment shall be appended to this Agreement.
- 2.2 Other 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) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

3. County and City Coordination

- 3.1 The County will identify specific liaisons for both roadway and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes. The liaisons will meet regularly to review the performance of this Agreement.
- 3.2 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, snow and ice control, slide debris removal, repair of flood damage to roads and road rights-of-way, repair of traffic signal malfunctions, or replacement of downed stop signs. The City liaison will be informed and involved in the incident as soon as practicable.
- 3.3 The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.
- 3.4 Non-emergency citizen requests will 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.

4. Personnel and Equipment

- 4.1 The County is acting herein as an independent contractor, so that:
  - a. Control of personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff, shall be governed entirely by the County;
  - b. Except as described in 4.3 below, all persons rendering service herein shall be for all purposes employees of the County.

- 4.2 The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of roadway and traffic services herein described and subsequently authorized by the City.
- 4.3 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 will be performed by the County.

5. Compensation

5.1 Costs.

- a. 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, and permits) and administrative overhead costs.
- b. The City shall pay the County for the full cost (including salary, benefits, supplies, materials, equipment, and administrative overhead costs) of providing the City with dedicated on-site rapid-response staff.

5.2 Billing.

- a. The County will bill the City monthly for the actual cost of providing basic, discretionary, emergency, and on-site staff services.
- b. The County will directly bill appropriate utility companies monthly for the cost of utility inspection services, and will send a copy of the bill to the City for informational purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County Utility Inspection Unit.
- c. Payments are due within 30 days of invoicing by the County.

5.3 Extraordinary Costs.

The City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

6. City Responsibilities

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

- 6.1 Hereby confer the authority on the County to perform the roads and traffic maintenance services within the City limits for the purposes of carrying out this Agreement.
- 6.2 Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.
- 6.3 Agree that when the County provides engineering and administrative services for the City, 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.
- 6.4 Adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this Agreement (for example, road standards, speed limits and parking regulations).

7. Duration

- 7.1 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.

7.2 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. A substantial change shall constitute a change in the dollar level of the contract of +/- 10%. The terms and conditions of this Agreement shall renew from year to year unless such substantial changes are proposed in the manner described herein.

7.3 The City, at their option, may reduce or increase services up to 10% of the dollar level of the contract with 60 days written notice to the County.

8. 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 the activities conducted pursuant to this contract.

9. 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 will develop and implement affirmative action programs which meet the applicable federal standards.

10. 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.

11. Amendments

The Agreement may be amended at any time by mutual, written Agreement of the signatories of this Agreement.



12. 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.

13. 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 representatives from the County will include the Roads Division and the Office of Financial Management. The County and City liaisons will meet periodically, 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.

14. Non-waiver

Waiver of any default or breach of this agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written agreement of the signatories hereto.

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

CITY OF MAPLE VALLEY

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

\_\_\_\_\_  
City Manager

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

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

Approved as to Form

Approved as to Form

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

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

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

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

Base Level Services - King County proposes to provide roadway and traffic maintenance services within the city limits of Maple Valley at the levels described in Section 1 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 City directs if the request is within its ability to provide):

1. Roadway Maintenance - The following are examples of services and roadway features which may or may not be considered roadway 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 roadway features. The County is not responsible for, and will not conduct any reconstruction or maintenance whatsoever to City sidewalks, unless specifically requested to do so in writing by the City.
  - 1.1. Travelled 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 (if requested by the City, i.e. Exhibit 1, paragraph 2, lines 6-8), 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.
2. Traffic Maintenance - The following are examples of services and roadway features which may or may not be considered 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 roadway features.
  - 2.1. 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.
  - 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: Remarking 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 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.

Traffic and roadway 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 be solely responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

Discretionary Services

King County proposes to provide the following road discretionary services within the city limits of Maple Valley at the same level, degree and type as is customarily provided by the County in the unincorporated areas; 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 discretionary services. The County is not responsible for, and will not conduct, any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.

- Inspection of construction by utility companies to ensure that road restoration is done to County/City standards.
- Continuously update the approximately 9 engineering maps within City boundaries to reflect new roadways and plats.
- Update and maintain road log inventory.
- Update and maintain the Pavement Management System (PMS) for streets within the City limits.

## Exhibit 3

### Discretionary Services Request Process

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service request. If a discretionary request, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "Authorization for Request of Discretionary Service" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the discretionary request is 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 reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section who will accomplish the work.
8. If the cost estimate is over \$500, Form B is 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 is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the discretionary service request forms.
12. The County liaison maintains a tracking system of the discretionary service requests and provides the City with an updated copy at least quarterly.

10339

REQUEST AND APPROVAL FOR DISCRETIONARY  
ROAD MAINTENANCE SERVICE - MAPLE VALLEY

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

\_\_\_\_\_  
Maple Valley Authorized Signature

\_\_\_\_\_  
Date

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FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maple Valley Authorized Signature

\_\_\_\_\_  
Date