

October 21, 1997

INTRODUCED BY Louise Miller

PROPOSED NO. 97-557

MOTION NO. **10341**

A MOTION authorizing the County Executive to enter into an interlocal agreement with the City of Woodinville for the county to provide or perform traffic and/or roadway maintenance services for the City of Woodinville.

WHEREAS, the City of Woodinville ("the city") owns public roads and traffic devices which require maintenance and other improvements, and

WHEREAS, the city does not have 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:

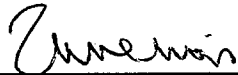
1 The County executive is authorized to execute an interlocal  
2 agreement, substantially in the form of the attached, with the  
3 City of Woodinville for the county to provide or perform traffic  
4 and/or roadway maintenance services for the City of Woodinville.  
5

6 PASSED by a vote of 10 to 0 this 27<sup>th</sup> day of  
7 October, 1997.

8 KING COUNTY COUNCIL  
9 KING COUNTY, WASHINGTON

10   
11 \_\_\_\_\_  
Chair

12 ATTEST:

13   
14 \_\_\_\_\_  
Clerk of the Council

15 Attachment: An Interlocal Agreement between King County and the  
16 Woodinville for Provision of Traffic and/or Roadway  
17 Maintenance Services.

103411

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF  
WOODINVILLE FOR PROVISION OF ROADS MAINTENANCE SERVICES**

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

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, except as provided in Section 3 of this Agreement.

- 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 which plans and budgets are legislatively adopted. 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, wherever 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 in the program itself, such as service level increases or decreases, 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. Emergency Response Services

- 3.1 In the event of a major earthquake or other catastrophic event in the King County region requiring the County to prioritize and deploy its labor and equipment resources toward emergency related work outside the City limits, at the City's discretion, appropriate city officials shall request the County to jointly implement a major emergency response plan as describe in Exhibit 4 of this Agreement.
- 3.2 The City agrees to reimburse the County, in the manner described in Section 6 of this Agreement, for any services rendered in conjunction with the implementation of the major emergency response plan described in Exhibit 4.

4. County and City Coordination

- 4.1 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.
- 4.2 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 removal, flood damage to roads and road rights-of-way, traffic signal malfunction, or downed stop sign. The City liaison will be kept informed and involved in the incident as soon as is practicable.
- 4.3 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.
- 4.4 Non-emergency citizen requests will be referred to the City. Examples of non-emergency services are listed in Section 2 of Exhibit 1. The City will be responsible for prioritizing requests.

5. Personnel and Equipment

- 5.1 The County is acting hereunder as an independent contractor so that:
- 5.1.a Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
- 5.1b Except as described in 5.3. below, all persons rendering service hereunder shall be for all purposes employees of the County.
- 5.2 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.
- 5.3 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.

6. Compensation

- 6.1 Costs. In consideration for both base and discretionary, and major emergency response 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, permits) and administrative overhead costs.
- 6.2 Billing. The costs of services, both basic and discretionary, will be billed monthly. The monthly bill will reflect actual costs plus the annual administrative overhead rate.

Utility inspection cost of services monthly billing will be sent directly to the appropriate utility company with a copy of the billing sent to the City for information 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.

Payments are due within 30 days of invoicing by the County.

- 6.3 Extraordinary Costs. the City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

7. City Responsibilities

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

- 7.1 Confer hereby 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.
- 7.2 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.
- 7.3 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.

- 7.4 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.

8. Duration

This agreement is effective upon signature by both parties. The agreement shall renew automatically from year to year unless either party provides written notice by April 1 of its intent to terminate or substantially change the agreement effective January 1 of the next calendar year. This agreement supersedes the previous agreement dated June 11, 1993.

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, 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 officers, agents, or employees, in connection with the services required by this agreement, provided, however, that:
- 9.1a The County's obligations 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 officer, agent, employee of the County, shall apply only to the extent of the negligence of the County, its agents or employees:
- 9.1b The County's obligations 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 officer, agent, employee of the County, shall apply only to the extent of the negligence of the County, its agents or employees:
- 9.1c 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 acts or omissions of County employees acting as agents of the City under the direct control and supervision of the City pursuant to Section 3 and Exhibit 4 of this Agreement: and

9.1.d 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, hold harmless, and defend 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 officers, agents, or employees, in connection with the performance of this Agreement, provided, however, that:

9.2.a The City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the County, its officers, agents or employees;

9.2.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 officer, agent, or employee of the City, shall apply only to the extent of the negligence or willful misconduct of the City, its officials, agents or employees;

9.2.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 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, or their respective officials, agents or employees, the City shall satisfy the same, and all costs, expenses and attorney's fees;



- 9.2.d When County employees act as agents of the City under the direct control and supervision of the City pursuant to Section 3 and Exhibit 4 of this Agreement, the City's obligation to indemnify, defend and hold harmless the County shall extend to any injuries, sickness, death or damage caused by or arising out of any negligence of such County employees; and
- 9.2.e In the event that any suit based on 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 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. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers and that they are in compliance with all applicable federal, state, and local laws and regulations concerning non-discrimination and affirmative action.

11. 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.

12. Amendments

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

13. 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.

14. 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 at least quarterly, 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.

15. 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.

16. 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 WOODINVILLE

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

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

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

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

Approved as to Form

Approved as to Form

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

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

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

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

## Exhibit 1

Base Level Services: King County proposes to provide roadway and traffic maintenance services within the city limits of Woodinville 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 included in 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. 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 (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 included in 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 solely be responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

## Exhibit 2

Discretionary Services:

King County proposes to provide the following roads discretionary services within the city limits of Woodinville 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 12 engineering maps within City boundaries to reflect new roadways and plats;
- Maintain and update 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. If discretionary, 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 County to proceed" 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.



REQUEST AND APPROVAL FOR DISCRETIONARY ROAD MAINTENANCE SERVICES -- WOODINVILLE

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

\_\_\_\_\_  
Woodinville Authorized Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## Exhibit 4

MAJOR EMERGENCY RESPONSE PLANEmergency Response:

In the event of a major earthquake or other catastrophic event affecting the King County region, the County and City shall implement the following procedures :

1. At the City's discretion, the City's Public Works Director, or designee(s), shall contact the County and request implementation of the major emergency response plan.
2. Upon receipt of such request, the County's Maintenance Operations Manager shall reassign three (3) County employees to the City: one (1) truck driver, one (1) equipment operator, and one (1) utility worker. These County employees, during the implementation of this Emergency Response Plan will be under the direct control and supervision of the City and as such will be deemed agents of the City. The employees shall be agents of the City for a period to be agreed upon by the Maintenance Operation's Manager and the City's Public Works Director based on day-to-day assessment of emergency conditions.

The County will have provided the City by written correspondence a list attached to this agreement of the three individuals to be dedicated to the City in the event of a major emergency. The County shall update the list whenever personnel changes are made which will make existing names obsolete. The County shall provide the City with pager numbers for those employees named on the list.

3. In the event of a major emergency and subsequent to the City's request to implement the major emergency response plan, and if the three employees dedicated to the City are at work in County facilities, the Maintenance Operations Manager shall release said employees and temporarily reassign them to the City. If the individuals above are not at work in County facilities during a major emergency, the County shall make every practicable attempt to contact said employees to inform them of their temporary reassignment to the City.
4. The City may also contact the above individuals directly after informing the County of its request to implement the emergency response plan.
5. In addition to the dedicated personnel, the County will provide the City with one (1) ten yard dumptruck during the implementation of this emergency response plan. The County will assist the City staff to obtain additional heavy equipment from private vendors if necessary.

6. The County employees and equipment reassigned to the City shall return to the County by mutual agreement between the County's Maintenance Operations Manager and the City's Public Works Director.

Other Provisions:

7. Due to circumstances created by the major emergency or catastrophic event, the individual County employees dedicated to the City for major emergencies may not be able to report to work. The County shall not reassign any other employees in that situation.
8. Because the employees dedicated to the City for major emergencies are each represented by their respective labor unions, the City shall be responsible for ensuring compliance with each bargaining agreement which covers the appropriate employee. The County shall provide the City with the most recent copies of the applicable contracts to be attached to this Agreement.