

January 5, 1998
ja
clerk 2/10/98

INTRODUCED BY ROB MCKENNA

PROPOSED NO. 98-105

MOTION NO. **10430**

A MOTION authorizing the County Executive to enter into an interlocal agreement with King County Water District No. 83 for the County to provide or perform road services on an "as needed" basis.

WHEREAS, King County Water District No. 83 is legally responsible for repair and maintenance of roadways in its service area when such repair and/or maintenance is occasioned by the district's installation, operation or maintenance of its facilities in the road right of way, and

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

WHEREAS, the county is willing and able to perform such 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 district at the district's expense,

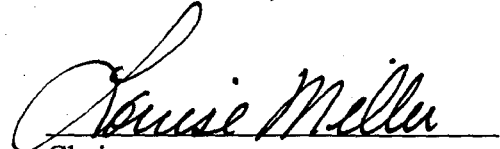
NOW, THEREFORE, BE IT MOVED by the Council of King County:

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

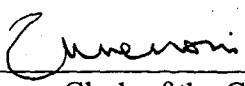
1 the form of the attached, with King County Water District No. 83 for the county to provide or
2 perform roadway services on an "as needed" basis.

3 PASSED by a vote of 13 to 0 this 30th day of March, 1998

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 
9 Chair

10 ATTEST:

11 
12 Clerk of the Council

14 Attachment: An Interlocal Agreement between King County and Water District No. 83.

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND KING COUNTY
WATER DISTRICT 83 FOR PROVISION OF SERVICES BY THE KING COUNTY
ROAD SERVICES DIVISION

THIS AGREEMENT is entered into between King County ("the County") and King County Water District 83 ("the District").

RECITALS

- A. The District has the legal responsibility to repair and maintain roadways in its service area when such repair and/or maintenance is occasioned by the District's installation, operation or maintenance of its facilities in the road right-of-way.
- B. The District wishes to have the County Road Services Division perform certain services for the District.
- C. The parties can achieve cost savings and benefits in the public's interest by having the County complete those services for the District at the District's expense.
- D. This Agreement establishes the District'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.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

TERMS AND CONDITIONS:

1. Services

- 1.1 The County Road Services Division will, upon the District's request, provide the District 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 District Manager and shall be attached to this Agreement.
- 1.2 The County shall only perform services as requested by the District 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 District 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 District. The County shall provide services in the type, nature, and magnitude requested by the District.
- 1.5 In the event either party decides to make changes to the work items requested which alter the original scope of work requested, a written notification from the District authorizing such changes shall be required preceding any such work.

2. Procedure for Requesting Services

- 2.1 The District shall request services to be 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 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 District liaisons shall meet as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the District and County liaisons shall be referred to the District Manager 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 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 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. The District 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. The County's administrative overhead rate for 1997 is 65.9% 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 hereby gives the County the authority to perform services within the District limits for the purposes of carrying out this Agreement.
- 6.2 The District 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 Road Services Division Manager 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 reasonable effort to recognize pertinent District deadlines for completion of services, and shall notify the District 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 works.

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

13. Entire Agreement and Amendments

This Agreement contains the entire 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 of 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 WHEREOF, the parties have executed this Agreement as of the date last written below.

KING COUNTY

KING COUNTY WATER DISTRICT 83

COUNTY EXECUTIVE

Wally M. Sam Sec.
DISTRICT DIRECTOR

(Date)

12/17/97
(Date)

Approved as to Form

Approved as to Form

[Signature]
Deputy Prosecuting Attorney

[Signature]
Water District Attorney

12/22/97
(Date)

12-17-97
(Date)

1. Roadway Repair and Maintenance: The following are examples of roadway 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.

- 1.1 Traveled Roadway Surface: Patching, crack pouring, prelevel work, pavement replacement, grading, dust control.
- 1.2 Shoulders: Restoration construction, paving, curb and gutter repair, spraying, extending pavement edge.
- 1.3 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.
- 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, maintaining 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 spraying, tansy ragwort spraying, washout repair.

104307

Exhibit 2

Services Request Process

1. District liaison completes a "Request and Approval for Services" (Form I attached).
2. District Manager or designee signs under the heading "Authorization for Request of 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 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 County Road Engineer 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 District liaison for signature by the District Manager 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 District.
10. The County and District liaisons maintain a file of all service requests and attach to each original request a copy of the completed Form II.

104301

REQUEST AND APPROVAL FOR SERVICES
KING COUNTY WATER DISTRICT 83

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Services:

Water District Authorized Signature Date

FORM II

Date: _____ Project/Work Order Number: _____

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Date Completed:

Road Services Division Manager

Date

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

Date