

03/17/99

SA:ros  
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Clerk 04/15/99

Introduced By:

ROB MCKENNA  
DWIGHT PELZ

Proposed No.:

1999-0228

MOTION NO. **10681**

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A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Tukwila for the county to provide or perform traffic signal maintenance services on an "as needed" basis.

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WHEREAS, the city of Tukwila is legally responsible for repair and maintenance of traffic signals in its service area when the repair or maintenance, or both, are occasioned by the city's installation, operation or maintenance of its traffic signals, and

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

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

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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,

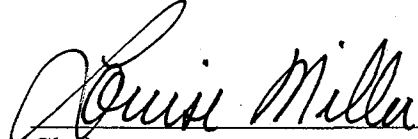
NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement,

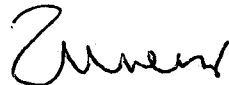
1 substantially in the form of the attached, with the city of Tukwila for the county to provide  
2 or perform traffic signal maintenance services on an "as needed" basis.

3 PASSED by a vote of 13 to 0 this 17<sup>th</sup> day of  
4 may, 19 99.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7   
8 Chair

9 ATTEST:

10   
11 Clerk of the Council

12 Attachment: Interlocal Agreement between King County and the City of Tukwila for  
13 Provision of Traffic Signal Maintenance Services by the King County Road  
14 Services Division

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE  
CITY OF TUKWILA FOR PROVISION OF TRAFFIC SIGNAL MAINTENANCE  
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 Tukwila, hereinafter called the "City."

**RECITALS**

- A. The City owns traffic signal 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 a 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 I of this Agreement. Exhibit I 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 Mayor 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.
- 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.

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF  
TUKWILA FOR PROVISION OF TRAFFIC SIGNAL MAINTENANCE 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 Tukwila, hereinafter called the "City."

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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. 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 Mayor 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.

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 Signal Maintenance Services

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

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 Mayor 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 signal 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.

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 signal 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 by April 1 of the preceding calendar year.

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.

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

KING COUNTY

CITY OF TUKWILA

\_\_\_\_\_  
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 Signal Services: The following are examples of traffic signal 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 traffic signal features. The County is merely a contractor for the purpose of implementing City roadway service standards and policies.
  - 1.1 **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, and preventative maintenance.
  - 1.2 **Flasher/Crosswalk Preventative Maintenance**: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

## Exhibit 2

## Traffic Signal Maintenance Services Request Process

1. City liaison completes a "Request and Approval for Traffic Signal Maintenance Services" (Form I attached).
2. City Mayor, or designee, signs under the heading "Authorization for Request of Traffic Signal 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 Signal 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 Mayor, 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 signal 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 signal maintenance service requests and provides the City with an updated report at least quarterly.

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REQUEST AND APPROVAL FOR TRAFFIC SIGNAL  
MAINTENANCE SERVICES - TUKWILA

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Traffic Signal Maintenance Services:

\_\_\_\_\_  
Tukwila 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

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

\_\_\_\_\_  
Date