



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 6, 2016

Ordinance 18426

Proposed No. 2016-0391.2

Sponsors Lambert

1 AN ORDINANCE authorizing the use of an interlocal
2 agreement template for municipalities within King County
3 seeking to contract with the King County department of
4 transportation to provide road services.

5 STATEMENT OF FACTS:

- 6 1. For many years, the King County department of transportation's road
7 services division ("RSD") has entered into interlocal agreements with
8 cities within King County.
- 9 2. The interlocal agreements authorized the road services division to be
10 paid by the cities for providing road maintenance services on city streets.
11 In the past, each road maintenance service interlocal agreement between
12 the road services division and the city was required, under RCW
13 39.34.080, to be approved by the King County council.
- 14 3. In an effort to improve operational efficiencies and reduce the need for
15 the council and council staff to review individual road services division
16 service provision interlocal agreements, the executive and council staff
17 have developed a template agreement for use by the road services division
18 when it contracts with municipalities within King County to provide road
19 maintenance services.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The executive is hereby authorized to execute interlocal agreements

22 for road services division road maintenance services with any city in King County, in
23 substantially the form of Attachment A to this ordinance.
24


Ordinance 18426 was introduced on 8/22/2016 and passed as amended by the Metropolitan King County Council on 12/5/2016, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


J. Joseph McDermott, Chair


ATTEST:


Melani Pedroza, Acting Clerk of the Council

2016 DEC 13 PM 4:00
CLERK
KING COUNTY COUNCIL

RECEIVED

APPROVED this 13 day of DECEMBER, 2016.


Dow Constantine, County Executive

Attachments: A. Interlocal Agreement Between King County and the City of _____ for Provision of Services by the King County Road Services Division, 12/5/2016

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF _____ FOR
PROVISION OF SERVICES BY THE KING COUNTY
ROAD SERVICES DIVISION**

THIS AGREEMENT is made and entered into by and between King County ("County") and the City of _____ ("City"), and each are a "Party" to this Agreement and collectively shall be referred to as the "Parties."

RECITALS

- A. The City owns public roads, traffic devices, bridges and road related facilities which require maintenance and/or other improvements.
- B. The City wishes the County, through its 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 an interlocal cooperation agreement of this nature.
- F. This interlocal agreement is in the form of the template approved by the King County Council and the executive is authorized to execute the template.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS:

1. Services

1.1 The County will, upon the City's request, provide the City with traffic maintenance, road maintenance, construction management and engineering, environmental services, bridge inspections and related repairs and other road related services. Examples of the types of traffic and road maintenance services to be provided are contained in Exhibit 1 of this Agreement. The City may request to be provided any service that the County's Road Services Division offers; provided that the terms of such service shall be mutually agreed upon.

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 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 on a Request and Approval for Services form (see Exhibit 2) which 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 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. The City shall notify the County in writing which City officials are authorized to execute Forms A and B on behalf of the City.

3.2 The County and City 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 liaisons shall be referred to the City's Public Works Director (or equivalent position) and the Road Services Division Director.

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 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. Furthermore, if contractors are used, the County shall comply with all the requirements of RCW 39.34.030.

5. Compensation

5.1 Costs. The City will pay the County for the costs of services, which will include recovery for labor, equipment, supplies, materials and overhead costs.

5.2 Billing. The County shall invoice the City monthly for the costs of services provided. The monthly bill will reflect the costs 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 an already fully executed Request and Approval for Services, it shall notify the County in writing of that desire, and the County shall, before providing the modified service, advise the City in writing as to whether the modification would result in any increased costs. If, after receiving such notification, the City authorizes the modification of service in writing, then it shall be responsible for actual costs for the authorized modified services performed by the County. If the City decides not to authorize the modification of service, it shall notify the County in writing, and advise the County whether service shall continue as originally requested or if the City chooses to cancel the original authorized Request. If the City cancels the original Request, the City shall be responsible for all cost incurred by the County prior to and in connection with the cancellation.

6. City Responsibilities

6.1 The City hereby gives authority to the County to perform services within the City for the purposes of carrying out this Agreement.

6.2 The City is responsible for obtaining any permits or other authorizations that maybe necessary for the County to carry out the work under this Agreement.

6.3 Nothing in this Section shall alter the status of the County 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 meet pertinent City deadlines for completion of services, and except for emergencies, shall notify the City in advance 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 four (4) calendar years.

8.2 Thereafter, this Agreement may be renewed for one (1) – five (5) year period upon mutual agreement.

8.3 Either Party may terminate this Agreement upon 90 days written notice. The City shall be responsible for all costs incurred by the County for services requested by the City prior to termination of the Agreement or in connection with the termination of the Agreement.

9. Force Majeure

The County's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of the County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring right-of-way or other necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of the County.

10. Dispute Resolution

10.1 In the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the matter informally.

10.2 If the Parties are unable to resolve the matter informally, the matter shall be decided by the Director of the King County Road Services Division and the Public Works Director of the City. If the Parties are unable to reach a mutual agreement, either Party may refer the matter to non-binding mediation. Each Party will be responsible for its own costs for mediation, and shall share the costs of the mediator equally.

10.3 Unless otherwise expressly agreed to by the Parties in writing, both the County and the City shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

10.4 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

11. Indemnification

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to services associated with this Agreement caused by or resulting from or are due to any negligent acts or omissions of the indemnifying Party.

Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.

This indemnification shall survive the expiration or earlier termination of this Agreement.

12. Insurance

The County certifies that it is fully self-insured for its liability exposures. To the extent that an incident arising out of the negligence of the County in the performance of this Agreement occurs, the County self-insured program will respond.

13. 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 Agreement and for three (3) years after termination.

14. Entire Agreement and Amendments

This Agreement contains the entire written agreement of the Parties and supersedes any and all prior oral or written representations or understandings. The scope of the Traffic and Road Maintenance services contained in Exhibit 1 to this Agreement may be amended at any time by mutual, written agreement between the Parties.

15. 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.

16. Other Provisions

The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

17. No Third Party Rights

Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties to

this Agreement, or their officials, officers, employees, agents or representatives, to any third party.

18. Waiver of Breach

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below.

KING COUNTY

CITY OF _____

King County Executive

City Mayor

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting
Attorney

City Attorney

Exhibit 1

1. Traffic Services: The following are examples of traffic 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 roadway features. The County is merely a contractor for the purpose of implementing City roadway service standards and policies.
 - 1.1 Sign Maintenance: Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety based on direction from the City, 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 based on direction from the City, removal of signs when directed by the City, installation of new signs upon City request.
 - 1.2 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 based on direction from the City, 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, preventative maintenance.
 - 1.3 Sign Fabrication: Design and fabricate signs of any size as needed by the City.
 - 1.4 Crosswalks: Refurbishing with thermoplastics and temporary tape and removal when appropriate.
 - 1.5 Stop Bars: Refurbishing with thermoplastics and temporary tape and removal when appropriate.
 - 1.6 Arrows/Legends: Remarketing worn arrows and removing when appropriate.
 - 1.7 Curb Painting: Maintenance of curbing, islands, and parking stalls.
 - 1.8 Raised Pavement Markers: Removal and replacement of raised pavement markers or rumble bars.
 - 1.9 Striping: Painting linear road stripes on pavement, such as centerlines, edge

lines, radius and channelization, removal of lines, stripes, or symbols.

- 1.10 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.
- 1.11 Utility Locating: Locating underground traffic facilities for utilities or other digging operations.
- 1.12 Flasher/Crosswalk Preventative Maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

2. Roadway Maintenance: The following are examples of roadway maintenance 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 roadway features. The County is merely a contractor for the purpose of implementing City roadway service standards and policies.

- 2.1 Traveled Roadway Surface: Patching, crack pouring, pre-level work, pavement replacement, grading, and dust control.
- 2.2 Shoulders: Restoration construction, paving, curb and gutter repair, spraying, and extending pavement edge.
- 2.3 Drainage: Maintenance and repair of drainage pipe, curb, catch basins, culvert headers/trash racks; hand ditching, drainage pipe repair, catch basin and 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, and Ditchmaster ditch cleaning.
- 2.4 Structures: Maintenance and repair of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, and bridge repair.
- 2.5 Traffic and Pedestrian Facilities: Concrete sidewalk/walkway maintenance and repair, hazardous material cleanup, street sweeping, street flushing, snow and ice control, and maintaining traffic control barricades.
- 2.6 Roadside: Landscape restoration, slope/shoulder mowing, litter pickup, hand brushing, danger tree removal when directed by the City, landscape

maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside spraying, tansy ragwort spraying, washout repair.

Exhibit 2

Services Request Process

1. City completes the Form A of the "Request and Approval for Services," which is signed by an authorized City official (see attached form) and City liaison transmits to County liaison.
2. The County liaison delegates the request to the appropriate Roads Services Division Section for review.
3. A Section representative completes the Form B portion of the "Request and Approval for Services." Form B will include the recommended action, cost estimate, and proposed schedule. Except as provided in section 4, a completed Form B will be returned to the City liaison for City execution. (If the Road Services Division is unable to provide the requested service, a notation will be made on the Form B, and the form will be returned to the City liaison in a timely manner.)
4. If the County's cost estimate is \$500.00 or less, the County is authorized to proceed with the work described in Form A. The County will use its best efforts to return the completed Form B to the City liaison prior to starting this under \$500.00 work.
5. If the cost estimate is over \$500.00, the County is only authorized to start the work after it has received the Form B countersigned by an authorized City official,
6. The County shall commence the requested work upon receipt of the fully executed Form B. If the County is unable to complete the work in accordance with the proposed schedule, it shall notify the City immediately.
7. The County and City liaisons maintain a file of all service requests.
8. The County liaison maintains a tracking system of all the service requests and provides the City with an updated report at least quarterly.

**REQUEST AND APPROVAL FOR SERVICES
CITY OF _____**

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Services:

City Authorized Signature

Date

FORM B

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Date Completed:

Director, Road Services Division

Date

City Authorized Signature
(if cost estimate over \$500.00)

Date