8/4/08

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

THIS AGREEMENT is made and entered into by and between King County, hereinafter called the "County," and the City of Kirkland, hereinafter called the "City."

RECITALS

A. The City owns public roads and traffic 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 an 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 Traffic Maintenance, Road Maintenance, Construction Management and Engineering, 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 services provided to the City shall be any service that the City requests to the extent that the County Road Services Division is able to provide such service.

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 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 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 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 authorized City representative 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.

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 a requested service, 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 or extraordinary costs and the amount thereof. If, after receiving such notification, the City authorizes the modification of service in writing , 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, it shall notify the county in writing, and advise the county whether service shall continue as originally requested or the city cancels the request. If the City cancels the 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 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 shall alter the status of the County and the Road Services Division 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 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 Thereafter, 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 injury to persons arising out of activities conducted pursuant to it.

10. Insurance

The County certifies that it is fully self-insured.

11. 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.

12. 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.

13. 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.

14. Other Provisions

14.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City and the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

14.3 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.

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

14.6 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

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

KING COUNTY

King County Executive

August 4, 2008
Date

CITY OF KIRKLAND

Asst. Marilynne Beard
City Manager

4/23/08
Date

Approved as to Form

King County Deputy Prosecuting Attorney

Approved as to Form

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, 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, 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, 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: Remarking 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, dust control.

2.2 Shoulders: Restoration construction, paving, curb and gutter repair, spraying, extending pavement edge.

2.3 Drainage: Installation 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, Ditchmaster ditch cleaning.

2.4 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.

2.5 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.

2.6 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.

Exhibit 2

Services Request Process

1. City liaison completes a "Request and Approval for Services" (Form A attached).

2. City Mayor, or designee, signs under the heading "Authorization for Request of Services" on the Form A.

3. The Form A is transmitted to the County liaison.

4. The County liaison delegates the request to the appropriate Section for review.

5. A County Section representative will complete Form B of the "Request and Approval for Services." Form B will include the recommended action, cost estimate, and proposed schedule. 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 in a timely manner.

6. The County's cost estimate will include all applicable costs for the service requested as described in Section 5.1 of the Agreement.

7. If the cost estimate is $500 or less, the County may proceed with the requested service as authorized by the city representative on Form A. If the cost estimate is over $500, Form B is transmitted to the City liaison for authorization. The signed Form B is then transmitted back to the County.

8. The County shall complete the requested work upon receipt of the signed Form B. If the County is unable to compete the work in accordance with the proposed schedule, it shall notify the city immediately.

9. The County and City liaisons maintain a file of all service requests.

10. 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 KIRKLAND

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 Date
(if cost estimate over $500)