

AN INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SEATAC FOR  
PROVISION OF ROADS' SERVICES

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

WHEREAS, residents of the unincorporated King County area known as SeaTac have voted to become an incorporated city, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents from the date of incorporation, and

WHEREAS, the City will not have the organization and personnel to provide such services for some period of time after incorporation, 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 action;

NOW THEREFORE, the County and City hereby agree:

1. Base Level Services. The County will provide roadway and traffic maintenance services, as identified in Exhibit 1 and 2, 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.
2. Discretionary Services. At the request of the City, the County will provide discretionary services listed in Exhibit 3. Exhibit 3 may be amended from time to time by a mutual written agreement of the County Road Engineer and the City Manager. The amendment shall be appended to this agreement. The City's requests for discretionary services will be converted to work orders by the appropriate County liaison. Such work orders will be reviewed by the County liaison with the City liaison prior to scheduling the work.
3. County and City Coordination. The County will identify specific liaisons for both roadway and traffic maintenance services to handle day-to-day operational problems related to basic and discretionary services. The City will identify a liaison for the same purposes. Emergency work to protect public safety and/or property will be handled as the County liaison deems 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. The City liaison will be informed within twelve hours of the occurrence.

Citizen inquiries shall be handled pursuant to the administratively adopted King County Citizen Action Request process (see Exhibit 4 for request form).

4. Personnel and Equipment.

A. The County is acting hereunder as an independent contractor so that:

1. Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;

2. Except as described in 4C below, all persons rendering service hereunder shall be for all purposes employees of the County;

B. 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.

C. 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.

5. Compensation.

A. Costs. In consideration for both base and discretionary 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 annual administrative overhead costs. The County will report monthly on roadway and traffic maintenance services provided by major category as listed in Exhibits 1 and 3.

B. Billing. The cost of services will be billed monthly. The monthly bill will reflect actual costs plus the annual administrative overhead rate, which is 28 percent in 1990. Payments are due within 30 days of invoicing by the County.

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

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

A. 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.

B. The City agrees 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.

C. The City will adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this contract, for example, road standards, speed limits, and parking regulations.

7. Duration. This Agreement is effective on February 28, 1990, provided the agreement has been duly authorized and signed 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 the agreement effective January 1 of the next calendar year. Both parties agree to commence by June 30, 1990 work on a transition plan to provide for an orderly transition of selected responsibilities from the County to the City on January 1, 1991.

8. Indemnification:

A. 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 which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. In 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, the City shall satisfy the same, including all chargeable costs and attorney's fees.

B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of

any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the city shall satisfy the same.

9. Non-discrimination. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.

10. Audits and Inspections. The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.

11. Amendments. The Agreement may be amended at any time by mutual written agreement of the parties.

12. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and an oral representations or understandings not incorporated herein are excluded.

13. Contract Administration. The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's and City's 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 contract administrators 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 the Public Works Department for settlement.

14. Invalid Provisions. If any provision of this contract 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 WHEREOF, the parties have executed this agreement.

KING COUNTY

SEATAC

  
King County Executive      2/27/90  
Date

  
2/27/90  
Date

Approved as to Form

Approved as to Form

  
King County  
Prosecuting Attorney

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

JBC:jwr  
JC:K.90.11/A  
Budget Division  
1/90

## EXHIBIT I

### Base Level Services

King County will provide roadway and traffic maintenance services within the city limits of SeaTac at the levels described in Section 1 of the agreement as follows:

### Roadway Maintenance

1. Traveled Way/Roadway Surface: Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
2. Shoulders: Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
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.
4. Structures: Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls; bridge tending, rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
5. Traffic and Pedestrian Facilities: Concrete sidewalk installation; sidewalk/walkway repair, hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.
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.

### Traffic Maintenance

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. Crosswalks: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.

3. Stop Bars: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
4. Arrows/Legends: Remarketing worn arrows, removing when appropriate.
5. Curb Painting: Maintenance of curbing, islands, and parking stalls.
6. Buttons: Removal and replacement of buttons or rumble bars.
7. Stripping: Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
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.
9. Utility locating: Locating underground traffic facilities for utilities or other digging operations.
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.
11. Flasher/crosswalk preventative maintenance: examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

Budget Division  
TH:JC:jwr  
JC Disk: K.90.11X  
1/90

EXHIBIT 2  
SeaTac

ROADS MAINTENANCE 1990 WORK PROGRAM

TASK CODE DESCRIPTION	UNIT OF MEASURE	TOTAL UNITS	TOTAL COST
<b>TRAVELED ROADWAY SURFACE</b>			
124 ROADWAY PREP	SQ YDS	523	3,182
126 PRELEVEL	TONS	30	1,587
127 AC PAVING	TONS	75	4,268
144 SQUARE CUT PATCH	TONS	11	1,942
Subtotal			10,979
<b>SHOULDERS</b>			
070 SHOULDER RESTOR. CONST.	LF	932	724
128 SHOULDER PAVING	TONS	76	5,565
Subtotal			6,290
<b>DRAINAGE</b>			
140 INST DRAINAGE TILE	LF	514	20,240
147 CURB&GUTTER INST	LF	2	38
162 CATCH BASIN, TYPE II	EACH	1	2,662
163 CATCH BASIN, TYPE I	EACH	6	4,911
169 INST CULVERT HEAD	EACH	2	454
Subtotal			28,215
<b>STRUCTURES</b>			
132 INSTALL ROCK WALL	SQ YDS	16	1,172
136 INST GABION WALL	CU YDS	7	645
141 INST RIP RAP	TONS	26	947
157 INST GUARDRAILS	LF	90	2,510
166 INST FENCING	LF	9	114
188 INSTALL MEDIAN BARRIERS	LF	9	223
Subtotal			5,610
<b>TRAFFIC &amp; PEDESTRIAN SERVICE</b>			
151 SIDEWALKS	SQ YDS	1	340
Subtotal			340
<b>ROADSIDE</b>			
167 LANDSCAPE RESTOR'N	LH	8	198



TASK CODE DESCRIPTION	UNIT OF MEASURE	TOTAL UNITS	TOTAL COST
Subtotal			198
TOTAL MAJOR MAINTENANCE			51,732
TRAVELLED WAY/ROADSIDE SURF.			
209 PATCHMASTER PATCHING	SQ YDS	171	4,351
212 GRAVEL SURF-NEW	LM		1,027
213 ROADWAY PREP-SPEC	SQ YDS	754	1,057
221 CRACK POURING	LF	2,542	1,348
225 GRAVEL PATCHING	TONS	24	1,091
226 PRELEVEL	TONS	317	12,514
227 AC PAVING	TONS	91	3,731
229 REPLACE PCC PAVEM'T	SQ YDS	47	2,041
230 SQUARE CUT PATCH	TONS	118	19,123
231 POT HOLE PATCHING	TONS	58	7,925
232 ROADWAY GRADING	LM	21	1,251
233 DUST CONTROL	LM	2	333
443 AC SURFACE PATCHING	TONS	13	1,344
Subtotal			57,144
SHOULDERS			
217 CURB & GUTTER REPAIR	LF	20	576
235 SHOULDER GRADING	SM	26	4,654
236 SHOULDER REST'N	LF	70,934	37,263
287 SHOULDER HERBICIDE	SM	128	4,295
483 EXT. PAVED EDGE	TONS	6	565
Subtotal			47,453
DRAINAGE			
234 HAND DITCHING	LF	129	261
240 REPAIR DRAIN TILE	LF	276	16,947
241 CLEAN CB/MH-VECTOR	EACH	428	7,060
242 BLADE DITCHING	LF	8,330	5,118
244 CLEAN ENC DRAIN-EQ	LF	4,643	5,435
245 HAND CLEAN DRAIN	EACH	486	4,860
245 CULVERT MARKING	EACH	161	806
253 REPAIR C/B (TYPES I & II)	EACH	8	2,592
254 INSTL/REPAIR HEADERS/ T/R	EACH	5	809
288 BUCKET DITCHING	LF	9,567	20,095
291 REPLACE C/B(TYPES I & II)	EACH	4	11,604
402 RIP RAP	CU YDS	46	1,607
405 CB/MH (TYPE I & II) LIDS	EACH	8	384

TASK CODE DESCRIPTION	UNIT OF MEASURE	TOTAL UNITS	TOTAL COST
484 DITCHMASTER DITCHING	LF	5,393	2,400
Subtotal			79,979
<b>STRUCTURES</b>			
250 REP ROCK WALL	SQ YDS	10	891
257 INST GUIDEPOSTS	EACH	14	424
258 REPAIR GUARDRAIL	LF	80	1,148
405 GABIONS	CU YDS	17	1,496
407 REMOVE GRDRL POST	EACH	5	110
408 REPAIR FENCING	LF	30	405
418 DECK RESURFACE	TONS	26	1,566
419 BRIDGE RAIL REPAIR	LF	24	758
420 BR-DEBRIS REMOVAL	CU YDS	8	90
421 BR-STRUCTURAL REP	LH	65	3,438
422 BRIDGE SURFACE CLEANING	LF	105	224
423 BR-CONDITION SURV	EACH	10	523
445 BR-EROSION CTRL	CU YDS	65	817
447 DECK REPAIR	SQ YDS	12	710
Subtotal			12,591
<b>TRAFFIC &amp; PEDESTRIAN SERVICE</b>			
251 REP PCC SIDEWALKS	SQ YDS	3	169
250 HAZARD MAT'L	SQ YDS	621	1,020
260 STREET SWEEPING	LM	429	17,269
251 STREET FLUSHING	LM	8	922
280 SAND & SALT	LM	159	18,781
290 SNOW PLOWING	LM	37	2,332
441 BARRICADING	EACH LOC	9	510
Subtotal			40,937
<b>ROADSIDE</b>			
252 SLOPE/SHOULDER MOWING	PM	46	5,209
257 HAND BRUSHING	LH	43	1,513
258 TREE REMOVAL	EACH	3	1,440
259 LANDSCAPE MAINT	SQ YDS	94	629
271 LITTER CLEANUP	POUNDS	5,508	2,832
272 SLIDE REMOVAL	CU YDS	167	2,897
281 ORN'L TREE MAINT	EACH	52	2,320
289 TREE TRIMMING	EACH	162	1,531
292 HAND MOWING	SQ YDS	11,357	4,620

TASK CODE DESCRIPTION	UNIT OF MEASURE	TOTAL UNITS	TOTAL COST
293 ROADSIDE HERBICIDE	SM	8	296
294 GUARDRAIL HERBICIDE	SQ YDS	120	170
295 TANSY RAGWORT	SQ YDS	2,914	920
Subtotal			24,377
ADMINISTRATIVE/OTHER			
243 EQUIPMENT CLEANUP	EACH	38	1,670
273 MANAGEMENT	LH	530	22,797
274 COMPLAINT INVEST	EACH	328	7,071
275 ROAD PATROL	LH	316	8,905
285 TRAINING/SAFETY	LH	203	5,825
400 DOWNTIME	LH	50	1,381
Subtotal			47,649
TOTAL DIV/SPECIAL MAINTENANCE			310,130
GRAND TOTAL			351,853

\*NOTE: 1) These costs are estimates only; billing will be for actual costs plus an administrative overhead charge of 28%.

2) The overhead charge includes Road Use Investigation Services Administration.

Work Program - Traffic Maintenance

<u>Task Code Description</u>	<u>Unit of Measure</u>	<u>1990 Estimate</u>
202 Sign Maintenance	Each	420
203 Vandalized Sign Repair	Each	404
208 Arrow/Legend Remarking	Each	127
210 Curb Painting	Linear Feet	0
211 Buttons	Each	0
215 Sign Lamp Replacement	Each	469 (annually)
216 Signal Timing/Adjusting	Each	30
222 Signal Preventative Maintenance	Each	90 (Every 2 months)
223 Signal Controller Repair	Each	42
225 Striping	Miles	74 (annually)
256 Signal Maintenance Repair	Each	76
277 Street Light Repair	Each	4
413 Utility Locating Replace	Each	24
414 Vehicle Detector Loop Repair	Each	54
474 Flasher/Crosswalk Preventative Maintenance	Each	4 (biannually)
475 Small Hardware Repair	Each	43
479 Crosswalk Refurbishment	Square Feet	10,700 (annually)
480 Stop Bar Refurbishment	Square Feet	1,540 (annually)
481 Sign Brushing	Each	40

Exhibit 3  
SeaTac

Discretionary Services

King County will provide road discretionary services within the city limits of Federal Way at the same level, degree and type as is customarily provided by the County in unincorporated King County as follows:

- Inspection of construction by utility companies to ensure that road restoration is done to County/City standards.
- Annual inspection and reporting for the bridge over Miller Creek as required by the federal government.
- Continuously update approximately 7 engineering section maps within the city boundaries to reflect new roadways and plats.
- Complete the research and recommendations for any road vacations filed prior to the date of incorporation.
- Overlay for the following roads:

December 5, 1989  
Attachment C  
Operations and Maintenance

**1990 Road Candidates for Resurfacing**

<u>Road</u>	<u>From</u>	<u>To</u>	<u>Lane Mile</u>
46th Avenue South	South 193rd Place	Military Road South	0.06
30th Avenue South	South 152nd Street	South 154th Street	0.22
34th Avenue South	South 192nd Street	South 194th Street	0.24
30th Place South	South 154th Street	South to End	0.22
South 178th Street	38th Avenue South	41st Avenue South	0.41
41st Avenue South	South 177th Street	South 179th Street	0.46
33rd Avenue South	South 192nd Street	South 194th Street	0.28
South 172nd Street	34th Avenue South	40th Avenue South	0.56

# CITIZEN ACTION REQUEST

## DEPARTMENT OF PUBLIC WORKS - ROADS MAINTENANCE DIVISION

Date: \_\_\_\_\_

Time Rcvd: \_\_\_\_\_

Division: \_\_\_\_\_

**Details of Request:**

Location (St. & corner) \_\_\_\_\_

Caller Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Caller Address: \_\_\_\_\_

Referred to: \_\_\_\_\_

Date Referred: \_\_\_\_\_

Time Referred: \_\_\_\_\_

Request taken by: P-Phone, R-Radio, O-On-site, L-Letter

Request received by: \_\_\_\_\_

Additional Referral to: \_\_\_\_\_

Planning Unit: \_\_\_\_\_

Type of Request: \_\_\_\_\_

Task Code: \_\_\_\_\_

Describe Action Taken: \_\_\_\_\_

Who Responded to Request:

Response Date: \_\_\_\_\_

Caller Contacted by: P-Phone L-Letter I-In-Person U-Unable to contact

Is Addit. Follow-up Required: (Y/N)

### TYPE OF REQUESTS

- |  |                               |                          |
|--|-------------------------------|--------------------------|
| A. Abandoned Vehicle                                     | J. Herbicide/Spray            | Q. St. Repair or Paving  |
| B. Administration  | K. Mowing/Vegetation control. | R. Spill Clean-up (Gen)  |
| C. Bridges   | L. Pothole                    | S. Illegal Use of R/W    |
| D. Danger Tree   | M. Property Flooded           | T. Trash on R/W          |
| E. Debris/Tree on Road                                   | N. Shoulder Maint.            | U. Com'l Veh. Complaint  |
| F. Drainage (General)                                    | O. Sidewalk Maint.            | V. Water on Road         |
| G. Guardrail Damage                                      | P. St. Maint./Sweep           | W. Snow / Ice            |
| H. Misc. Requests  |                               | X. C/B-Util. Lid Missing |
| I. Questions/Complaints about County Forces' Activities. |                               |                          |