

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

THIS AGREEMENT is made and entered into by and between King County and Pierce County. King County and Pierce County are collectively referred to as the "parties".

RECITALS

- A. Pierce County owns public roads and traffic devices which require maintenance and/or other improvements.
- B. Pierce County wishes King County Road Services Division to provide or perform certain services for Pierce County on an as-needed basis.
- C. The parties can achieve cost savings and benefits in the public's interest by having King County complete those services for Pierce County at Pierce County's expense.
- D. This Agreement establishes Pierce County's role and responsibilities as the recipient of such services and King 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 King County Road Services Division will, upon Pierce County's request, provide Pierce County with Traffic Maintenance, Road Maintenance, or other road related services. The services provided to Pierce County will be any service that Pierce County requests to the extent that King County Road Services Division is able to provide such service.
- 1.2 King County shall only perform services as requested by Pierce County through the procedure described in Section 2 below.
- 1.3 King County shall act as a contractor of services only and will not purport to represent Pierce County professionally other than in providing the services requested.

1.4 King County shall be the lead agency for the completion of work items requested by Pierce County. King County shall provide services in the type, nature, and magnitude requested by Pierce County.

2. Procedure for Requesting Services

2.1 Pierce County shall request services furnished by King County through the procedure identified in Exhibit 1 of this Agreement.

2.2 King County shall provide Pierce County with a cost estimate for individual service requests.

2.3 See Section 5.3 below for Pierce County modifications to requested services.

3. County Coordination

3.1 Pierce County and King 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 King County and Pierce County liaisons shall meet as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the King County and the Pierce County liaisons shall be referred to the Pierce County Engineer and the King County Road Services Division Director.

4. Personnel and Equipment

4.1 King 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 King County;

b. except as described in 4.3 below, all persons rendering service hereunder shall be for all purposes employees of King County.

4.2 King County shall furnish all personnel, resources, and materials deemed by King County to be necessary to provide the services herein described and subsequently requested and authorized by Pierce County.

4.3 In the event King County uses a contractor to perform one or more of the services requested by Pierce County, the appropriate supervision and inspection of the contractor's work will be performed by King County.

5. Compensation

- 5.1 Costs Pierce County will pay King County for actual costs including administrative overhead.
- 5.2 Billing King County shall bill Pierce County monthly for the costs of services provided. Payments are due within 30 days of Pierce County's receipt of said invoice.
- 5.3 Extraordinary Costs Whenever Pierce County desires to modify a requested service, it shall notify King County in writing of that desire, and King County shall, before providing the modified service, advise Pierce County in writing as to whether the modification would result in any increased or extraordinary costs and the amount thereof. If, after receiving such notification, Pierce County authorizes the modification of service in writing, then it shall be responsible for any increased or extraordinary costs in the amount specified by King County. If Pierce County decides not to authorize the modification of service, it shall notify King County in writing, and advise King County whether service shall continue as originally requested or Pierce County cancels the request. If Pierce County cancels the request, Pierce County shall be responsible for all cost incurred by King County prior to and in connection with the cancellation.

6. Pierce County Responsibilities

- 6.1 Pierce County hereby gives authority to King County to perform services within unincorporated Pierce County for the purposes of carrying out this Agreement.
- 6.2 Pierce County is responsible for obtaining any permits or other authorizations that may be necessary for King County to carry out the work under this Agreement.
- 6.3 Nothing in this Section 6 shall alter the status of King County Road Services Division as an independent contractor of Pierce County, and King County's actions shall not be deemed to be those of Pierce County when exercising the authority granted in this Section 6.

7. King County Responsibilities

- 7.1 King County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies to perform the services requested by Pierce County.
- 7.2 King County shall make every effort to recognize pertinent Pierce County deadlines for completion of services, and shall notify Pierce County of any hardship or other inability to perform the services requested, including postponement of work due to

circumstances requiring King County to prioritize its resources toward emergency-related work outside of unincorporated Pierce County.

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

King 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 King County or Pierce County 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 Pierce County and King 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

PIERCE COUNTY

King County Executive
Date

 N/A
Pierce County Public Works and Utilities Director
Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting
Attorney

 N/A
Pierce County Deputy Prosecuting
Attorney
(ADD signature space for Pierce County

Budget and Finance, Pierce County Risk Management)

15178

PIERCE COUNTY
CONTRACT SIGNATURE PAGE
*Interlocal w/ King County
for Road Services*

Contract # 41404

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

PIERCE COUNTY:

Approved as to legal form only:

By *Linda Jensen* 1-12-04
Deputy Prosecuting Attorney Date

Recommended:

By *P. Kenney* 2-8
Budget & Finance Date

Approved:

By *Brian Zeff* 1/28/05
Department Director Date
(less than \$250,000)

By _____
Pierce County Executive Date
(\$250,000 or more)

By *Judith* 2/3/05
Risk Management Date

Exhibit I

Services Request Process

1. Pierce County liaison completes a "Request and Approval for Services" (Form I attached).
2. Pierce County Engineer, or designee, signs under the heading "Authorization for Request of Services" on the Form I.
3. The Form I is transmitted to King County liaison.
4. King 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, and proposed schedule). If the Road Services Division is unable to provide the requested service, a notation will be made on the Form II, and the form will be returned to Pierce County.
6. King 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, King County may proceed with the requested service as authorized by Pierce County representative on Form I. If the cost estimate is over \$500, the Form II is transmitted to Pierce County liaison for signature by Pierce County Engineer, or designee, to authorize spending that amount. The signed Form II is then transmitted back to King County.
8. The Director 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 King County section that will accomplish the work. A copy of the signed Form II will be transmitted to Pierce County.
9. King County and Pierce County liaisons maintain a file of all service requests and attach to each original request a copy of the completed Form II.
10. King County liaison maintains a tracking system of all the service requests and provides Pierce County with an updated report at least quarterly.

15178

REQUEST AND APPROVAL FOR SERVICES
PIERCE COUNTY

FORM I

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Services:

Pierce County Authorized Signature

Date

FORM II

Date:

Project/Work Order Number:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Date Completed:

Director, Road Services Division

Date

Pierce County Authorized Signature
(if cost estimate over \$500)

Date