

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND  
THE PORT OF SEATTLE FOR PROVISION OF SERVICES BY  
THE KING COUNTY ROAD SERVICES DIVISION  
(Final)**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the state of Washington and a charter county, hereinafter called the "County," and the Port of Seattle, a municipal corporation of the state of Washington, hereinafter called the "Port," and collectively referred to as the "Parties."

**RECITALS**

- A. The Port owns public roads and traffic devices which require maintenance and/or other improvements.
- B. The Port wishes the County Road Services Division to provide or perform certain bridge maintenance services.
- C. The Parties can achieve cost savings and benefits in the public's interest by having the County complete bridge maintenance services for the Port at the Port's expense.
- D. This Agreement establishes the Port's role and responsibilities as the recipient of bridge maintenance services and the County's role and responsibilities as the provider of such bridge maintenance services.
- E. The parties are authorized by Chapter 39.34 RCW 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 Port's request, provide the Port with bridge maintenance services as described in Exhibit 1.
  - 1.2 The County shall only perform bridge maintenance services as requested by the Port through the procedure described in Section 2 below.

- 1.3 The County shall act as a contractor of bridge maintenance services only and will not purport to represent the Port professionally other than in providing the services requested in this Agreement.
- 1.4 The County shall be the lead agency for the completion of work items requested by the Port. The County shall provide bridge maintenance services in the type, nature, and magnitude requested by the Port.
- 1.5 In the event either party decides to make changes to the work items requested that alters the original scope of work, the Port shall provide the County with written notification authorizing such changes before the County will undertake any such work, and in accordance with Section 5.3

2. Procedure for Requesting Services

- 2.1 The Port shall request bridge maintenance services furnished by the County through the procedure identified in Exhibit 2 of this Agreement.
- 2.2 The County shall provide the Port with a cost estimate for individual service requests.

3. County and Port Coordination

- 3.1 The Port 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 Port liaisons shall meet as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the Port and County liaisons shall be referred to the authorized Port 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 bridge maintenance services described in this Agreement.
- 4.3 In the event the County uses a contractor to perform one or more of the bridge maintenance services requested by the Port, the appropriate supervision and inspection of the contractor's work will be performed by the County. The Port shall be named as an additional insured on any work a contractor performs for the County.

5. Compensation

- 5.1 Costs. The Port 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 Port 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 Port's receipt of said invoice.
- 5.3 Extraordinary Costs. Whenever the Port desires to modify a requested service, it shall notify the County in writing of the modification, and the County shall, before providing the modified service, advise the Port in writing as to whether the modification would result in any increased or extraordinary costs and the amount thereof. If, after receiving such notification about any cost change, the Port shall authorize 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 Port decides to not authorize the modification of service, it shall notify the county in writing, and advise the county whether service shall continue as originally requested. Alternatively, the Port may cancel the request. If the Port cancels the request, the Port shall be responsible for all costs incurred by the County prior to and in connection with the cancellation.

6. Port Responsibilities

- 6.1 The Port hereby gives authority to the County to perform bridge maintenance services on specified Port property for the purposes of carrying out this Agreement.
- 6.2 The Port is responsible for obtaining any permits or other authorizations that may be necessary for the County to carry out the bridge maintenance services 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 Port, and the County's actions shall not be deemed to be those of the Port 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 bridge maintenance services requested by the Port. The County shall perform all inspections in compliance with Washington State bridge inspection standards and National Bridge Inspection Standards.

7.2 The County shall make every effort to recognize pertinent Port deadlines for completion of services, and shall notify the Port 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.

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

Each party shall protect, defend, indemnify, and hold harmless the other, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnitor's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended. Each party's obligations under this section shall include, but not be limited to, the duty to indemnify and defend the Indemnitee from any claim, demand, and/or cause of action brought by or on behalf of the Indemnitor by any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Indemnitor's immunity under Washington's Industrial

Insurance Act, RCW Title 51, as respects the Indemnitee only, and only to the extent necessary to provide the Indemnitee with a full and complete indemnity and defense of claims made by the Indemnitor's employees. The parties acknowledge that these provisions were mutually negotiated by them.

10. Insurance

The County certifies that it is fully self-insured for the purposes of carrying out the bridge maintenance responsibilities described in this Agreement.

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 Port 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

- 14.1 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 Port and the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- 14.2 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.
- 14.3 The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- 14.4 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

PORT OF SEATTLE

\_\_\_\_\_  
King County Executive

*Just Behitt for Tay Yoshitani*  
\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

*1-20-2011*  
\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting  
Attorney

*Jason M. G...* *1/18/11*  
\_\_\_\_\_  
Senior Port Counsel

## EXHIBIT 1

The scope of services under this Interlocal Agreement shall include professional and other technical services necessary to perform on-site inspection and preparation of documentation in compliance with the National Bridge Inspection (NBI) program. The County shall perform all inspections in compliance with Washington State bridge inspection standards and National Bridge Inspection Standards.

The Port of Seattle currently is responsible for bridge structures that qualify under the NBI program. The scope of services includes field inspection of the existing bridges and preparation of inventory documentation for new structures. The current bridges included in the scope of services are as follows;

<u>Bridge ID</u>	<u>Description</u>
200000009	S 170 <sup>th</sup> St OC Bridge 9 (Southbound)
200000010	S 160 <sup>th</sup> ST Bridge 10
300000001	T-5 Approach Overpass
TBD	New Bridge - S. 170 <sup>th</sup> Loop Ramp

It is anticipated that bridge structures may be added or removed from the program as required to accommodate facility development and compliance with the NBI program.

The scope of services also includes, as needed, use of specialized equipment such as an Under Bridge Inspection Truck (UBIT) to allow a complete inspection of fracture critical elements of steel structures such as pin and hanger assemblies. Fracture critical elements that require ultrasound testing to look for interior defects that are otherwise undetectable by visual inspection are included in the scope of services. The inspection of fracture critical elements will be performed every two years in conjunction with the routine inspection.

During the UBIT or other field inspection work it may be necessary for the County to detour some traffic lanes and provide flaggers for traffic control to allow clearance for the inspection equipment. The County will be responsible for all coordination and implementation required for traffic detours and traffic control. The County will be responsible to coordinate with BNSF railroad to request a work clearance and a rail flagger for bridge inspection work over railroad tracks.

All field inspection work shall be coordinated with Port of Seattle Engineering and operations staff to ensure that ongoing operations at the Airport and Marine Terminals are not impacted by the inspection activities.

Upon completion of the field inspection and documentation, a complete copy shall be provided to the Port of Seattle. King County Bridge inspection staff will coordinate with WSDOT and input the inspection data into the state bridge inventory system.

The County will provide the Port with one hard copy and one electronic copy of all inspections, reports, and documents prepared under this Agreement.

EXHIBIT 2  
Services Request Process

1. Port representative completes a "Request and Approval for Services" (Form A attached).
2. Chief Executive Officer for the Port, or his or her designee, signs under the heading "Authorization for Request of Services" on the Form B.
3. The Form A is transmitted to the County liaison.
4. The County representative delegates the request to the appropriate Section for review.
5. A County Section representative will complete Form A 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 Port 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 Port representative on Form A. If the cost estimate is over \$500, Form B is transmitted to the Port representative 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 complete the work in accordance with the proposed schedule, it shall notify the Port immediately.
9. The County and Port representatives shall maintain a file of all service requests.
10. The County representative maintains a tracking system of all the service requests and provides the Port with an updated report at least quarterly.

**REQUEST AND APPROVAL FOR SERVICES  
PORT OF SEATTLE**

**FORM A**

**Request Number:**

**Date:**

**Nature of Request:**

**Location:**

**Requester Name:**

**Address:**

**Telephone:**

**Authorization for Request of Services:**

\_\_\_\_\_  
Port 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

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

Date