

RESOLUTION NO. **24 - 0200**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN THE)
CITY OF SPOKANE VALLEY AND SPOKANE)
COUNTY FOR ROAD AND TRAFFIC)
MAINTENANCE AND MISCELLANEOUS)
SERVICES)

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners"); and

WHEREAS, pursuant to RCW 36.32.120(6), the Board has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 39.34 RCW, any two or more public agencies may enter into a contract providing for joint or cooperative action, including the joint utilization of architectural or engineering services; and

WHEREAS, the City of Spokane Valley desires to contract with Spokane County to utilize the services of each respective party for the purpose of providing emergency assistance and roadway maintenance including, but not limited to, traffic sign, signal, pavement marking, inspection, and maintenance services on the public rights-of-way in the County and City; and

WHEREAS, the Spokane County Engineer has advised that such a contract would be advantageous for surveying and inspection operations in Spokane County; and

WHEREAS, the Board agrees with the Spokane County Engineer's recommendation.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington that the Interlocal Cooperative Agreement between the City of Spokane Valley and Spokane County, attached hereto as Attachment A, is approved.

BE IT FURTHER RESOLVED by the Board that said agreement may be executed by the chair of the Board, or a majority of the Board, at other than an open meeting.

BE IT FURTHER RESOLVED that the County Engineer, at other than an open public meeting, may take any other action necessary to effect said agreement.

PASSED AND ADOPTED this 9th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Mary L. Kuney
MARY L. KUNEY, CHAIR

Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

ATTEST:

Amber Waldref
AMBER WALDREF, COMMISSIONER

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Chris Jordan
CHRIS JORDAN, COMMISSIONER

**INTERLOCAL AGREEMENT FOR
ROAD AND TRAFFIC MAINTENANCE AND MISCELLANEOUS SERVICES BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE VALLEY**

THIS AGREEMENT is made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the City of Spokane Valley, a municipal corporation of the State of Washington, having offices for the transaction of business at 10210 East Sprague Avenue, Spokane Valley, Washington 99206, hereinafter referred to as “CITY,” jointly hereinafter referred to as the “PARTIES.” The COUNTY and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The Board of County Commissioners of Spokane County is responsible for the care of County property and the management of County funds and business.
- (b) The City Council of the City of Spokane Valley is responsible for the care of City property and the management of City funds and business.
- (c) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
- (d) Spokane County and the City of Spokane Valley desire to utilize the services of each respective party for the purpose of providing emergency assistance and roadway maintenance including, but not limited to, traffic sign, signal, pavement marking, inspection, and maintenance services on the public rights-of-way in the County and City.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: “Agreement” means this Interlocal Agreement between the CITY and COUNTY regarding road maintenance, traffic maintenance, and emergency assistance services.
- (b) City: “CITY” means the City of Spokane Valley.
- (c) County: “COUNTY” means Spokane County.
- (d) Maintenance and Operations: “Maintenance and Operations” and “M&O” shall mean a combination of general maintenance, repair, and installation for the proper function and performance of a road and/or traffic system. For expenditures related to services, the expenditures must be directly attributable, and proportionate to services rendered by the PARTIES under the terms of this Agreement.
- (e) Services: “Services” means those services identified in Exhibit A.
- (f) Compensation: “Compensation” means that methodology set forth in Exhibit B used to establish the amount of money which the CITY will pay the COUNTY for providing Services and the COUNTY will pay the CITY for providing Services.
- (g) Capital Improvement: “Capital Improvement” shall mean the capitalization threshold adopted by either the County or City during the term of the Agreement. The PARTIES shall give advance notice of any increase in the capitalization threshold. Any such expenditure will be coded as provided for in the BARS-manual adopted by the State of Washington under RCW 43.88.

- (h) Uncontrollable Circumstances: “Uncontrollable Circumstances” means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.
- (i) Report: “Report” shall mean the Invoice Supporting Documentation set forth in Exhibit B.
- (j) Inspection: “Inspection” shall mean construction inspection services as identified in Exhibit A.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES' understanding as to the terms and conditions under which the COUNTY will provide Services and/or Equipment on behalf of the CITY and the CITY will provide Services and/or Equipment on behalf of the COUNTY.

As provided herein, the PARTIES will provide the road and traffic maintenance and inspection services and equipment within the other PARTY's jurisdiction as identified in Exhibit A, attached hereto and incorporated herein.

SECTION NO. 4: DURATION/WITHDRAWAL

This Agreement shall commence when fully executed and run through December 31, 2024, unless one of the PARTIES provides notice as set forth in Section 7.

At the conclusion of the initial term, this Agreement shall automatically be renewed from year to year thereafter effective January 1st to December 31st unless (1) a PARTY provides written notice to the other PARTY that it is not renewing the Agreement, and (2) the notice is provided at least sixty (60) days before the upcoming renewal date. All renewals shall be subject to all terms and conditions set forth herein.

Either PARTY may terminate this Agreement any time from for any reason whatsoever upon a minimum of 180 days written notice as provided for in Section 7 to the other PARTY.

If a PARTY materially breaches this Agreement, the non-breaching PARTY may terminate this Agreement at any time after giving the breaching PARTY written notice of the material breach and thirty (30) days to cure said breach, and the breaching PARTY fails to cure the same.

The PARTIES' obligations to pay for services rendered prior to termination, received reimbursement for overpayments, and indemnify the other PARTY for actions taken prior to termination shall survive termination of this Agreement.

SECTION NO. 5: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY the costs for Services and Equipment provided under this Agreement as set forth in Exhibit B, attached hereto and incorporated herein by reference.

The COUNTY shall pay the CITY the costs for Services and Equipment provided under this Agreement as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Each PARTY adopts labor and equipment rates each year. During the duration of this Agreement, when a PARTY's administration adopts labor and equipment rates, that PARTY shall promptly communicate said rates to the other PARTY. Upon such notice, said rates shall replace the transmitting PARTY's rates in Exhibit B, Attachment 2. The PARTIES recognize it is highly unlikely that Exhibit B, Attachment 2, setting forth the new billing rates for each year's Services and Equipment, will be available at the start of any

renewal time frame. Accordingly, until new rates have been adopted and communicated between the PARTIES, the PARTIES agree that the PARTY providing service will bill the other PARTY at the same billing rates paid in the previous year. Upon the PARTIES updated rates being adopted and mutually communicated between the PARTIES, the PARTIES will be responsible for said rates in the current billing cycle commensurate with the invoicing requirements of this agreement. Updated rates shall be included in the invoice immediately following the rate adoption. Any overpayment for any Services will be credited to the first invoiced payment due following the reconciliation. The PARTIES agree that no interest shall be owing by either PARTY to the other PARTY for any overpayment or underpayment determined as a result of the reconciliation.

Within thirty (30) days of receiving notice of the other PARTY's updated rates, the receiving PARTY may elect to terminate this Agreement upon written notice to the other PARTY. This Agreement will terminate on the thirty-first (31st) day after such notice is delivered, but the PARTIES' obligations to pay for services rendered, received reimbursement for overpayments, and indemnify the other PARTY shall survive termination of this Agreement.

The COUNTY CEO or the CITY Manager shall advise the other PARTY as soon as possible of any anticipated or unanticipated capital improvement costs that arise during the contract period. Any such capital improvement costs shall be borne exclusively by the PARTY constructing said improvements unless otherwise provided pursuant to separate agreement of the PARTIES.

The PARTIES agree to invoice the responsible PARTY for the cost of Services and Equipment quarterly, by the 15th of the month for the previous quarter. The responsible PARTY will make payments to the respective PARTY by the 5th of the following month. The PARTIES may dispute any quarterly billing. Pending resolution of any dispute, the PARTIES agree that the payment shall be timely for that portion of the bill that is undisputed. In the event a PARTY disputes any quarterly billing, the dispute shall include, in conjunction with the quarterly payment for the undisputed portion of the bill, a letter stating with specificity the basis for the dispute. The PARTIES agree to meet within thirty (30) calendar days of the receipt of the documentation letter stating the basis for the disputed billing to resolve the matter. In the event the PARTIES cannot mutually resolve the matter within the thirty (30) calendar day time frame, unless otherwise agreed by the PARTIES, the matter shall be resolved pursuant to the Dispute Resolution provisions set forth in Section 17. The selection of arbitrators as provided for in Section 17 shall commence within sixty (60) calendar days after the letter stating the basis of the disputed billing is received.

Any resolution of a disputed amount through use of the arbitration process identified in Section 17 shall include, at the request of either PARTY, a determination of whether interest is appropriate, including the amount.

SECTION NO. 6: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES

The COUNTY or designees agree to attend staff meetings as requested by the CITY Manager or its designees. Likewise, the CITY or designees agree to attend staff meetings as requested by the COUNTY CEO or its designees.

The PARTIES or designees agree to meet upon request to discuss any Service provided under the terms of this Agreement.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (1) the day such notices or other communications are received when sent by personal delivery; or (2) the third day following the

day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such PARTY, or at such other address as either PARTY shall from time-to-time designate by notice in writing to the other PARTY:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Valley City Manager
or his/her authorized representative
10210 E Sprague Avenue
Spokane Valley, Washington 99206

SECTION NO. 8: REPORTING

Reports: Reports shall be prepared by the PARTY providing service, documenting actual usage under this Agreement at the same time each invoice requesting payment is made, unless otherwise mutually agreed by the PARTIES. Such reports shall be in a format as mutually agreed to between the PARTIES. The content and/or format for such reports may be changed from time-to-time by written agreement between CITY and COUNTY staff.

Records Review: Either PARTY shall be allowed to conduct random reviews of the records generated by the other PARTY in the performance of this Agreement. The requesting PARTY shall provide the other PARTY with reasonable advance notice of the records reviews. The receiving PARTY may withhold records that are confidential or privileged. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review. If the PARTIES will be allowed to view only those records directly relating to Services provided within the other PARTY'S corporate boundaries, then each PARTY must keep a log of original documents used to charge the other PARTY, and those documents must have identifying numbers or letters so the original source documents can be easily retrieved.

SECTION NO. 9: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10: ASSIGNMENT

No PARTY may assign in whole or part its interest in this Agreement without the written approval of the other PARTY.

SECTION NO. 11: EMPLOYEES

The PARTIES shall appoint, hire, assign, retain and discipline all employees performing Services under this Agreement according to those collective bargaining agreements and state and federal laws that apply to the PARTY taking such action.

The PARTIES agree to meet and confer with respect to staff that are assigned to provide Services. Issues of discipline or performance will be specifically handled according to the respective PARTY policies.

SECTION NO. 12: LIABILITY

- (a) The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the COUNTY, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided that the CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit 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.
- (b) The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the CITY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit 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.
- (c) If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- (d) Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY'S officer or employee's negligence.
- (e) Each PARTY'S duty to indemnify shall survive the termination or expiration of the Agreement.
- (f) The foregoing indemnity is specifically intended to constitute a waiver of each PARTY'S immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other PARTY only, and only to the extent necessary to provide the indemnified PARTY with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (g) The COUNTY and the CITY agree to either self insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$10,000,000 per occurrence, including professional liability and auto liability coverages.

SECTION NO. 13: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The PARTIES agree that the COUNTY shall be an independent contractor and not the agent or employee of the CITY and, that the CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of

the COUNTY. Likewise, the PARTIES agree that the CITY shall be an independent contractor and not the agent or employee of the COUNTY, and that the COUNTY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the CITY.

Any and all employees who provide Services under this Agreement shall be deemed employees solely of the PARTY with whom the employee has a formal employer-employee relationship. Each individual PARTY shall be solely responsible for negligent acts or omissions of that PARTY's employees under this Agreement and any liability that may attach thereto.

SECTION NO. 14: MODIFICATION

This Agreement may be modified in writing only by mutual written agreement of the PARTIES.

SECTION NO. 15: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with providing the Services shall remain with the original owner, unless specifically and mutually agreed by the PARTIES to this Agreement.

SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO.17: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by the COUNTY CEO and the CITY Manager. If the COUNTY CEO and the CITY Manager cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The prevailing party at arbitration shall be entitled to recover their costs and attorney fees incurred in the dispute.

SECTION NO. 18: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each PARTY that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 19: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement.

If a court, arbitrator, or any other judicial officer determines, through a lawful exercise of their jurisdiction, that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that is determined to be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to be modified to conform to such statutory provision.

SECTION NO. 20: RECORDS

All public records prepared, owned, used, or retained by the COUNTY in conjunction with providing Services under the terms of this Agreement shall be deemed CITY property and shall be made available to the CITY upon request by the CITY Manager, subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law. Likewise, all public records prepared, owned, used, or retained by the CITY in conjunction with providing Services under the terms of this Agreement shall be deemed COUNTY property and shall be made available to the COUNTY upon request by the COUNTY CEO subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

Each PARTY will notify the other PARTY of any public disclosure request under chapter 42.17 RCW for copies or viewing of such records as well as the PARTY'S response thereto.

SECTION NO. 21: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other PARTY may, at its election, hold the other PARTY liable for all costs and damages caused by such delay.

SECTION NO. 23: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the PARTIES which render legally impossible the performance by the PARTIES of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 24: FILING

This Agreement shall be filed by the PARTIES with such offices or agencies as required by chapter 39.34 RCW.

SECTION NO. 25: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.

SECTION NO. 26: INITIATIVES

The PARTIES recognize that revenue-reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for the CITY, COUNTY or both PARTIES. The PARTIES agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of revenue-reducing initiative(s). If such an event occurs, the PARTIES agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 27: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 28: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either PARTY'S authority or powers under laws.

SECTION NO. 29: SUPERSEDE

This Agreement shall supersede and terminate that agreement between the PARTIES entitled "**INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE SERVICES IN THE CITY OF SPOKANE VALLEY**" executed by Spokane County on October 27, 2009, and executed by the CITY on October 12, 2009.

SECTION NO. 30: ASSURANCE

The PARTIES shall pay the appropriate PARTY the true and full cost of all Services provided under this Agreement. The intent of the PARTIES is that neither PARTY will subsidize the other and that the PARTIES will not subsidize any other jurisdiction that is receiving similar services.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

SECTION NO. 31: RECORDING PUBLICATION

Per RCW 39.34.040, the PARTIES shall file this Agreement with the Spokane County Auditor prior to performing services under the Agreement.

SPOKANE COUNTY – BOARD OF COUNTY COMMISSIONERS

DATED: 4-9-2024



ATTEST:

GINNA VASQUEZ
GINNA VASQUEZ, Clerk of the Board

24 - 0200

Mary L Kuney
MARY KUNEY, Chair

Josh Kerns
JOSH KERNES, Vice-Chair

Al French
AL FRENCH, Commissioner

Amber Waldref
AMBER WALDREF, Commissioner

Chris Jordan
CHRIS JORDAN, Commissioner

CITY OF SPOKANE VALLEY

DATED: 4-1-24

John Hohman
JOHN HOHMAN, City Manager

ATTEST:

Marci Patterson
Marci Patterson, City Clerk

APPROVED AS TO FORM:
Kelly Knapik
City Attorney's Office

EXHIBIT A
ROAD AND TRAFFIC MAINTENANCE AND MISCELLANEOUS SERVICES

The following are examples of road and traffic maintenance services provided by PARTIES. Actual services will be in the magnitude, nature and manner requested by PARTIES for mutual aid as outlined in this exhibit.

SECTION NO. 1: **COUNTY – RESPONSIBILITIES FOR PROVIDING SERVICES**

Upon receiving a specific request from the CITY, the COUNTY has authority to provide services and equipment as identified in this exhibit within the CITY's incorporated jurisdiction. The CITY will direct these services within the limits of the COUNTY'S operational workforce and equipment.

When completing work for the CITY, the COUNTY is a contractor for the CITY and will provide services and equipment requested by the CITY so long as such are within the COUNTY'S ability to provide, at the COUNTY'S sole discretion.

Actual services provided by the COUNTY shall be of the type, nature and magnitude subsequently negotiated between the CITY and the COUNTY during the PARTIES' annual budget and planning processes. After adoption of budget and plan, within the constraints of the base level services program described, the CITY may request adjustments to individual tasks to meet specific needs. The COUNTY shall consider all such requests and, whenever practicable, alter the work program as necessary. The COUNTY is a contractor of services only and does not purport to represent the CITY professionally other than in providing the services requested by the CITY.

In conjunction with the CITY providing the services and equipment described in Section 2, the COUNTY, in executing this Agreement, does confer onto the CITY the authority to perform the services within the unincorporated COUNTY limits for the purposes of carrying out this Agreement.

SECTION NO. 2: **CITY – RESPONSIBILITIES FOR PROVIDING SERVICES**

Upon receiving a specific request from the COUNTY, the CITY has authority to provide services and equipment as identified in this exhibit outside the CITY's incorporated jurisdiction and within the unincorporated COUNTY. The CITY also has authority to provide the services and equipment identified herein to incorporated municipalities situated within the COUNTY, provided that (a) the COUNTY and said municipality have entered into a binding and current interlocal agreement for the COUNTY to provide such services to said municipality; (b) said municipality agrees in a writing from the municipality's city manager/city administrator (or their designee) that the CITY may provide such services in that municipality's jurisdiction; and (c) the CITY works solely under the direction and supervision of the COUNTY. The COUNTY will direct these services within the limits of the CITY'S operational workforce and equipment.

When completing work for the COUNTY, the CITY is a contractor for the COUNTY and will provide services and equipment requested by the COUNTY so long as such are within the CITY'S ability to provide, at the CITY's sole discretion.

Actual services provided by the CITY shall be of the type, nature and magnitude subsequently negotiated between the COUNTY and the CITY during the PARTIES' annual budget and planning processes. After adoption of budget and plan, within the constraints of the base level services program described, the COUNTY may request adjustments to individual tasks to meet specific needs. The CITY shall consider all such requests and, whenever practicable, alter the work program as necessary. The CITY is a contractor of

services only and does not purport to represent the COUNTY professionally other than in providing the services requested by the COUNTY.

In conjunction with the COUNTY providing the services and equipment described in Section 1, the CITY, in executing this Agreement, does confer onto the COUNTY the authority to perform the services within the CITY limits for the purposes of carrying out this Agreement.

SECTION NO. 3: COORDINATION

The PARTIES will identify specific liaisons for services to handle day-to-day operational activities related to basic and discretionary services. The liaisons will meet regularly to review scheduled daily work activities, future planned work activities, completed work activities and the overall performance of this Agreement.

Emergency work, including 911 calls, will be referred directly to the appropriate personnel as determined and coordinated between the PARTIES' liaisons. Emergency work to protect public safety and/or property will be handled as the COUNTY and/or the CITY liaisons deem necessary. Emergency work may include, but not be limited to, repair of immediate road hazards, traffic signal malfunctions, or replacement of downed stop signs. The PARTIES' liaisons will be informed of the incident as soon as practicable.

Non-emergency citizen requests, during regular operating hours, will be referred to the individual PARTIES.

SECTION NO. 4: TRAFFIC MAINTENANCE

The COUNTY will provide Traffic Maintenance services within the CITY limits of Spokane Valley at the levels of service established within this exhibit. Service levels as set by the CITY shall reflect CITY policies and may or may not be similar to COUNTY policies. The CITY shall be solely responsible for setting service level policies for all roadway features as the COUNTY is merely a contractor for the purpose of implementing CITY policy. The following are examples of traffic maintenance items.

- (a) Signs: Installing new signs, replacing faded sign faces and broken posts, straightening leaning posts, relocating signs for visibility, maintenance of vandalized signs or signs damaged by vehicle accidents, removal of signs when appropriate, provide sign maintenance records.
- (b) Crosswalk, Stop Bars, Arrows and Legends Pavement Markings: Refurbishing, installing new, and removal when appropriate.
- (c) Curb Painting: Maintenance of curbing and island painting.
- (d) Striping: Painting and removal of linear pavement markings such as; centerlines, edge lines, and wide lines.
- (e) Island Markers and Roadside Delineators: Replace, install new, and remove when requested.

SECTION NO. 5: LUMINAIRE MAINTENANCE

Occasionally, the PARTIES agree to provide mutual Luminaire Maintenance services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Luminaire maintenance includes the repair and replacement of streetlight and luminaire heads, poles, wiring or bulbs in existing streetlights or luminaires which are incorporated within traffic signal and roadway systems.

SECTION NO. 6: UTILITY LOCATING

Occasionally, the PARTIES agree to provide mutual utility locating services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Utility Locating services includes the identification of underground traffic facilities for utility work, pavement work, or other digging operations.

SECTION NO. 7: TRAFFIC SIGNAL MAINTENANCE

Occasionally, the PARTIES agree to provide mutual Traffic Signal Maintenance services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Traffic Signal Maintenance includes the replacement and cleaning of light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, installation and repair of other types of vehicle detection, checking and adjusting signal timing, programming the signal controller as approved by the engineer, 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 cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.

SECTION NO. 8: FLASHER/CROSSWALK PREVENTATIVE MAINTENANCE

Occasionally, the PARTIES agree to provide mutual Flasher/Crosswalk Preventive Maintenance services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Flasher/Crosswalk Preventative Maintenance services includes the examination of equipment to assure it is operating as intended, inspecting hardware for wear or deficiencies, and repair components as required.

SECTION NO. 9: ROAD MAINTENANCE

Occasionally, the PARTIES agree to provide mutual Road Maintenance services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Road maintenance services may include, but not be limited to, patching of hard surfaced roads, the grading and patching of roadside shoulders, the patching and grading of gravel roads, the maintenance of roadside drainage systems, and winter maintenance operations.

SECTION NO. 10: MISCELLANEOUS SERVICES

Occasionally, the PARTIES agree to provide mutual Construction Inspection services as requested by either PARTY. These services will be provided when the requested PARTY has staff and equipment available for the requested service. Construction Inspection services may include, but not be limited to, plan review, verifying installations meet construction standards, documenting contractor activities, reviewing material submittals, helping contractor install specialized equipment, and coordination with the contracting agency.

Occasionally, the PARTIES agree to provide mutual Right-of-Way (ROW) services as requested by either PARTY. These services will be provided when the requested PARTY has staff available for the requested service. ROW services may include, but not be limited to, ROW Plan review, property title review, appraisals, legal description coordination, property negotiations and settlements, and document recording.

Occasionally, the PARTIES agree to provide mutual surveying services as requested by either PARTY. These services will be provided when the requested PARTY has staff available for the requested service.

Surveying services may include, but not be limited to, topographic surveys, ROW or easement surveys, and legal description development and documentation.

SECTION NO. 11: EQUIPMENT USAGE

Occasionally, either PARTY may request the usage of the other PARTY'S equipment associated with road and traffic maintenance services. Usage of the equipment may be provided at the discretion of the requested PARTY, and the reimbursement rate for usage will follow the rates provided for in Exhibit B. The equipment shall be operated by appropriately trained and licensed personnel of the receiving PARTY. Any damage to said equipment while being used by the requesting PARTY shall be repaired under the direction of the PARTY owning the equipment and repair costs shall be borne by the other PARTY. The types of equipment that may be requested include, but are not limited to, aerial maintenance vehicles (bucket trucks), traffic signal testing equipment, and construction equipment (backhoes, dump trailers, etc.).

SECTION NO. 12: EMERGENCY ASSISTANCE

Should either PARTY seek immediate, emergency assistance for Road and Traffic Maintenance services, the other PARTY shall determine if labor and/or equipment are available for requested assistance. If resources are available, the requested PARTY shall utilize available labor and/or equipment for requested assistance.

EXHIBIT B
COSTS OF SERVICES AND PAYMENTS

In consideration for PARTIES providing services and equipment as set forth herein, the PARTIES shall pay for quarterly costs (quarterly invoices will include costs by activity for direct labor for each employee, supervision, employee benefits, equipment rental, materials and supplies, utilities, subcontracted work and permits) after receipt of invoices and supporting documentation to include copies of timecards, updated material costs and quantities, and summary reports for labor and equipment charges. Attachment 1 identifies the billing documentation necessary for the quarterly invoices between the PARTIES. Standard labor rates can be affected by overtime, extra holiday pay, shift differential, labor contracts, and on-call rates. Labor and equipment rates are shown in Attachment 2 for 2024 and will be reviewed and modified when required. The PARTIES will notify each other in writing of any changes to or modifications of the labor and equipment rates.

Estimated costs for requested services in future years will be provided by the PARTIES as a part of annual budget discussions.

The PARTIES shall pay for the full cost (including salary, benefits, supplies, materials, and equipment, costs) of providing rapid-response staff in responding to emergencies as outlined in this Exhibit.

**EXHIBIT B – ATTACHMENT 1
BILLING DOCUMENTATION**

The following items will be available, and may be included if agreeable by both PARTIES, throughout the billing cycle to aid in auditing the quarterly invoices for services.

1. Copies of employee time cards.
2. Current costs of inventoried items.
3. Current costs for contracted materials.
4. Current rental charges for fleet vehicles.
5. Summary Reports of Labor and Equipment.

**EXHIBIT B – ATTACHMENT 2
LABOR AND EQUIPMENT RATES**

The following information outlines the labor and equipment rates for each of the PARTIES.

**CITY OF SPOKANE VALLEY
2024 Standard Labor and Equipment Rates**

MAINTENANCE WORKERS		Loaded Standard Rate		Loaded Overtime Rate
Position Title	Grade	Monthly (1)	Hourly	Hourly (2)
Street Maintenance Worker	14	\$12,577.71	\$72.56	\$104.77
Street Maintenance Foreman	15	\$13,974.16	\$80.62	\$116.40
Signal Technician I	14	\$12,577.71	\$72.56	\$104.77
Signal Technician II	15	\$13,974.16	\$80.62	\$116.40
Chief Signal Technician	16	\$15,525.76	\$89.57	\$129.32
ADMINISTRATION & MANGEMENT				SOT RATE
Position Title	Grade	Monthly	Hourly	Hourly (3)
Public Works Superintendent	18	\$19,169.62	\$110.59	\$123.58
Assistant Engineer	15	\$13,974.16	\$80.62	\$90.09
Engineer	16	\$15,525.76	\$89.57	\$100.09
Senior Engineer	18	\$19,169.62	\$110.59	\$123.58
Engineering Manager	19	\$21,300.64	\$122.89	\$137.32

- NOTES:** (1) The "Monthly Rate" is the loaded labor rate per month for the employee at the top of the grade, including all benefits.
- (2) The OT rate is the loaded labor rate per hour (1.5X) for time worked over normal working hours.
- (3) Administration and Management are paid a loaded straight overtime time (SOT) for working beyond normal working hours.
- (4) Call-out after normal working hours is charged a minimum of 3 hours at the Loaded Overtime Hourly Rate for Maintenance Workers only.
- (5) City of Spokane Valley reserves the right to utilize any qualified worker for the Spokane County contracted work.

Type	Class	Hourly Rate	General Description
Light Duty Maintenance Truck	LDMT	\$46.00	F-150
Heavy Duty Maintenance Truck	HDMT	\$53.00	F-350 w/ Utility Bed
Bucket Truck	HDBT	\$61.00	
Dump Truck	HDDT	\$63.00	International Dump
Backhoe	CEBH	\$141.00	John Deere 710L
Snow Plow Truck	HDSP	\$85.00	Dump Truck & One-Way Plow

SPOKANE COUNTY
2024 Standard Burdened Labor and Equipment Rates

MAINTENANCE WORKERS		EQUIPMENT CHARGES		HOURLY RATE
TITLE	MONTHLY RATE (a)	HOURLY RATE	CLASS	
X-tra Help Summer (5 month position)	n/a	\$23.44	Pickup Heavy Duty 4x4	\$30.00
X-tra Help Traffic Sign Tech 1 (9 month position)	\$7,110	\$41.02	Pickup Heavy Duty 2x4	\$13.00
Traffic Signal Technician 1	\$8,003	\$46.17	Truck Class 6 Bucket	\$58.00
Traffic Signal Technician 2	\$9,962	\$57.47	Pickup Full Size 4x4	\$11.00
Traffic Signal Technician 3	\$12,112	\$69.88	Pickup Full Size 2x4	\$10.00
Traffic Signal Foreman	\$12,847	\$74.12	Pickup Compact 4x4	\$9.00
Traffic Sign Technician 1	\$7,394	\$42.65	Truck Class 7 Striper	\$140.00
Traffic Sign Technician 2	\$8,606	\$49.65	Truck Class 8 Dump	\$80.00
Traffic Sign Technician 3	\$9,676	\$55.82	Grader All Wheel	\$150.00
Traffic Sign Technician 4	\$10,529	\$60.74	Truck Class 8 Vactor	\$140.00
Traffic Sign Foreman	\$12,847	\$74.12	Sweeper Sidecast	\$110.00
Traffic Program Analyst	\$9,847	\$60.60	Sweeper Pickup	\$130.00
Admin Support Specialist 3	\$10,624	\$61.29	Backhoe	\$45.00

ADMINISTRATION & MANAGEMENT		MONTHLY RATE (a)	HOURLY RATE	SOT RATE (d)	2.5 X RATE
TITLE					
Traffic Engineer 3		\$15,497	\$95.37	\$64.70	n/a
Engineer 2		\$13,476	\$82.93	\$56.26	n/a
Engineer 1		\$11,523	\$66.48	\$48.10	n/a
Land Surveyor		\$14,911	\$86.02	\$62.25	n/a
Real Estate Manager		\$13,732	\$79.22	\$57.32	n/a
ROW Agent 1		\$9,336	\$53.86	\$38.97	n/a
ROW Agent 2		\$10,748	\$62.01	\$44.87	n/a
PW Project Manager 1		\$13,476	\$77.75	\$56.26	n/a
PW Project Manager 2		\$14,515	\$83.74	\$60.59	n/a

2024 County Indirect Rate - 16.81%
2024 Fringe Rate - 61.94%

- (a) The "Monthly Rate" is the loaded labor rate per month for the class of employee at a top step placement, including fringe
- (b) The 1.5 X rate is the overtime labor charge per hour worked over normal working hours.
- (c) The 2.5 X rate is the overtime labor charge per hour worked for working recognized holidays.
- (d) Management is paid Straight Overtime (SOT) not the 1.5 X rate of the maintenance workers.

Note 1: Call-out after normal working hours is charged a minimum 3 hours at the 1.5 X overtime rate for Maintenance Workers only.
Note 2: All rates are based on the most current labor contract available.
Note 3: Spokane County reserves the right to utilize any qualified worker for the City of Spokane Valley contracted work.