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**Interlocal Agreement Between
The City of Kenmore and the City of Lake Forest Park
Relating to Public Works Administration**

RECEIVED

DEC 18 2000

CITY OF KENMORE

This AGREEMENT between the City of Kenmore, a Municipal corporation, ("Kenmore") and the City of Lake Forest Park, a municipal corporation, ("Lake Forest Park") is dated this Eleventh day of December 2000.

WHEREAS, Kenmore and Lake Forest Park are authorized to provide public works services within their respective political boundaries; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 authorizes municipalities to contract with each other for the provision of local government services; and

WHEREAS, the Cities of Lake Forest Park and Kenmore acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared public works functions; and

WHEREAS, the Cities of Lake Forest Park and Kenmore each desire to contract with the other for certain public works services

NOW, THEREFORE the parties agree;

1. The City of Lake Forest Park and the City Kenmore will provide Public Works Administration and Maintenance to both cities through shared personnel and resources. The Public Works Administration will plan, organize, and direct the functions of the public works operations, including street and storm drainage maintenance, equipment maintenance and traffic control. This administration does not cover the areas of water and sewer services, utility company right of way permits, or transportation planning.
2. The Public Works Department will consist of personnel from both the City of Lake Forest Park and the City of Kenmore who will work together to provide service to both cities. The staff will consist of a Public Works Director, Public Works Superintendent, Field Supervisor, and Utility Workers, as defined below. Each position will be required to perform their specified duties in the joint area.

A. Director of Public Works: Oversees Public Works Department. Is responsible for the Department's overall direction, manages public works activities, and supervises and evaluates public works personnel.

B. Public Works Superintendent: Under the supervision of the Public Works Director, coordinate the activities of the operation and maintenance within Public Works Department; administer contracts with City departments, outside agencies, and private vendors.

C. Field Supervisor: Under the supervision of the Public Works Superintendent, supervise and schedule public works workers in the maintenance of streets, surface water, and traffic devices. Identify, prioritize, and schedule public works maintenance with contract service providers.

D. Utility Workers: Under the supervision of the Field Supervisor, perform basic public works tasks, including streets, surface water, traffic control, and facility maintenance.

3. Subject to the terms of this agreement, Lake Forest Park shall:

A. Provide employees hired by Lake Forest Park with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Kenmore and method of payment agreed upon.

B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Kenmore is responsible for, Lake Forest Park will reimburse the City of Kenmore for that amount.

C. Reimburse Kenmore for materials, at cost, which are purchased in Kenmore's name for use in Lake Forest Park

4. Subject to the terms of this agreement, Kenmore shall:

A. Provide employees hired by Kenmore with appropriate vehicles, equipment, and supplies for Public Works maintenance. Purchase of supplies or equipment not included in the context of Attachment A shall be coordinated with the City of Lake Forest Park and method of payment agreed upon.

B. Pay for its portion of the shared Public Works services outlined in Attachment A. If that amount exceeds the amount Lake Forest Park is responsible for, Kenmore will reimburse Lake Forest Park for that amount.

C. Reimburse Lake Forest Park for materials, at cost, which are purchased in Lake Forest Park's name for use in Kenmore.

5. Both cities shall pay invoices within thirty (30) days of their date.

6. Each city shall appoint an employee to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination, but in no event less than once a week.

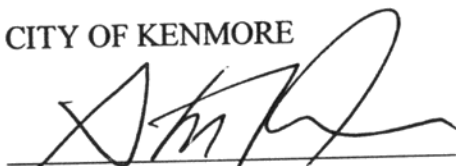
7. Employees designated by Lake Forest Park to provide the services called for by this agreement remain employees of Lake Forest Park, subject to its discipline, personnel policies, and performance requirements.
8. Employees designated by Kenmore to provide the services called for by this agreement remain employees of Kenmore, subject to its discipline, personnel policies, and performance requirements.
9. Each city shall defend and indemnify the other city, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.
10. Either city may terminate this agreement upon thirty (30) days written notice to the other city, otherwise this agreement shall be in effect until December 31, 2001, and shall renew annually thereafter.
11. Any notice required by this agreement shall be sent to:

City of Kenmore
ATTN: Carter Hawley
P.O. Box 82607
Kenmore, WA 98028

City of Lake Forest Park
ATTN: Frank Zenk
20150 45 Ave NE
Lake Forest Park, WA 98155

This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard thereto. Any modification of this agreement must be in writing and signed by the parties.

CITY OF KENMORE

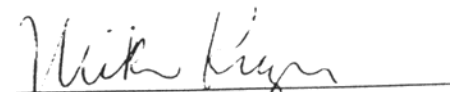


City Manager

December 11, 2000

Date

Approved as to Form:

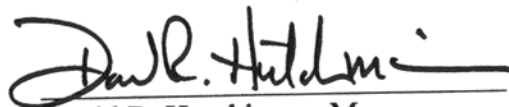


City Attorney

December 11, 2000

Date

CITY OF LAKE FOREST PARK

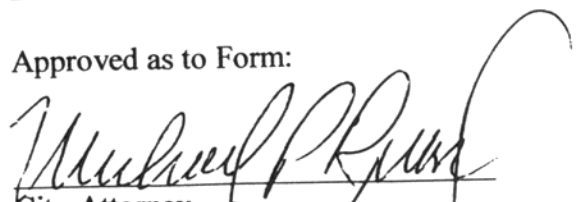


David R. Hutchinson, Mayor

12-14-00

Date

Approved as to Form:



City Attorney

12/14/00

Date

Attachment A

Public Works Service Charges for 2001

Position Title	Personnel Costs	Non- Personnel Costs	Total Costs	Kenmore Percent	Kenmore Costs	LFP Percent	LFP Costs
Lake Forest Park Expenses							
Public Services Director	90,579	13,569	104,147	12.5%	13,018	87.5%	91,129
Operations Supervisor	62,912	13,569	76,481	60.0%	45,888	40.0%	30,592
PW Maint. Worker/Inspector	49,573	13,569	63,142		0	100.0%	63,142
PW Maint. Worker/Operator	51,867	13,569	65,436		0	100.0%	65,436
PW Maint. Worker/Operator	45,857	5,067	50,924	100.0%	50,924		0
PW Maint. Worker/Operator	45,857	9,318	55,175	100.0%	55,175		0
 \$11.00 per hour x 40 hours per week x 6 workers x 16 weeks	39,564	13,569	53,133	50.0%	<u>26,567</u> 191,572	50.0%	<u>26,567</u> 276,866
							151,720
Kenmore Expense							
Public Works Superintendent	77,000	22,630	99,630	60.0%	59,778	40%	39,852
Kenmore 2001 Charges:				\$191,572 - \$39,852 = \$151,720			

Indicates Dollars Owed

RECEIVED

APR 26 2001

Contract No. 00-C86
Amendment No. 1

CITY OF KENMORE

This Agreement amends that certain City of Kenmore, Washington Contract No. 98-C86 ("Contract") between Kenmore and the City of Lake Forest Park ("Lake Forest Park") for services related to Public Works Maintenance and Administration and dated December 11, 2000.

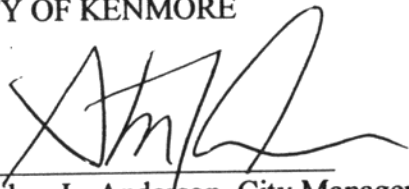
1. Scope and Schedule of Services to be Performed. Paragraph 1 of the Contract is hereby amended to include those service described on the attached Exhibit A under the heading "Scope of Work". This work will be completed by work crews from the King County North Rehabilitation Facility (NRF) under the direction and supervision of the City of Lake Forest Park. NRF is a sub contractor for Lake Forest Park, Lake Forest Park will be responsible for adhering to the attached Scope of Work.

2. Compensation and Method of Payment. Lake Forest Park will invoice Kenmore for actual hours worked by NRF crews within the City of Kenmore. NRF crews will be billed at a rate of \$42.50 an hour per crew, which will include a supervisor, 4 workers, and, all necessary equipment.

Payment for services rendered by Lake Forest Park under this contract amendment shall not exceed \$25,000.

Dated this 9 day of April, 2001

CITY OF KENMORE


Stephen L. Anderson, City Manager

CITY OF LAKE FOREST PARK


David R. Hutchinson, Mayor

ATTEST/AUTHENTICATED


Lynn Batchelor, City Clerk

APPROVED AS TO FORM:

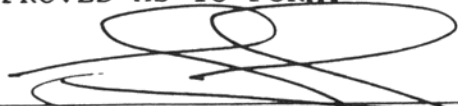

City Attorney 28743

Exhibit A

SCOPE OF WORK

The following scope of work applies to work done by crews from the North Rehabilitation Facility (NRF) under the direction and supervision of the City of Lake Forest Park Public Works Field Supervisor. NRF is a sub contractor for Lake Forest Park, Kenmore has no contract with NRF. Work will be performed along street right-of-way and parks in the City of Kenmore.

Part 1 – MAINTENANCE SPECIFICATION

1. Any Contractor having employees working on or near a street will comply with Washington State Regulations pertaining to safety equipment, warning signs, and traffic control. Employees working on all sites must wear an approved safety vest. Failure to comply with proper safety procedures may result in contract cancellation.
2. The Contractor will furnish all labor, tools, specialized equipment, materials, supervision, and transportation to perform landscape maintenance services as specifically outlined in the Annual Maintenance Schedule.
3. The Contractor will ensure that employees comply with all Washington State Industrial regulations and practices. The Contractor's personnel will conduct themselves in a professional manner at all times.
4. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor. The notification may be verbal or written, and the City may choose to require the Contractor to rectify the deficiency within 48 hours.
5. The Contractor shall closely follow the approved work schedule. Work shall be performed as outlined in the original bid document. If The Contractor is unable to perform the required work within the designated week according to the work schedule the Contract Administrator must be notified.
6. Equipment intensive work such as mowing, edging, and blowing at sites shall not commence before 7:00 am at Sites 1 & 2. All work must be done on weekdays, Monday through Friday. No work shall take place on Weekends without written permission from the Contract Administrator.
7. Report any damage or potential hazard involving City of Kenmore property to the City of Kenmore at (425) 398-8900.

8. Incidents, altercations, or accidents involving private citizens, Contractor employees, or City employees, shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
9. Any damage to City areas as a result of Contractor negligence, shall be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.

Part 2 – TURF

1. All turf shall be mowed to a height of two inches to two and one-half inches.
2. All turf around posts, fences, trees, shrubs and other obstructions shall be trimmed at each mowing. Care will be taken not to damage structures or trees with equipment.
3. All turf areas shall be edged at sidewalks, curbs, and beds on a schedule specified in the Maintenance Schedule. Edging will be done with a bladed power edger. Edging of sidewalk and curbs shall be performed so as to expose the entire top surface.

Part 3 – TREES, SHRUBS AND GROUND COVER

1. Any damage to desirable plant material as a result of Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner acceptable to the Contract Administrator.
2. Ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curb), and bed areas. Ground cover shall be trimmed to prevent encroachment into shrub and tree areas.
3. Shrubs shall be trimmed or sheared to maintained desired shape and function as needed to provide a neat, trimmed appearance..

Part 4 – HARD SURFACES

1. Sidewalks, curbs and other hard surfaces shall be left free of leaves, litter and debris at the end of each mowing or trimming activity. The use of power blowers is acceptable; however, accumulations of debris must be removed from the site and not blown onto adjacent property or street surfaces.
2. Undesirable vegetation in sidewalks, curbs and other hard surfaces shall be removed.

Part 5 – OTHER SERVICES

1. Leaves shall be removed from all maintained areas including, turf, beds, and hard surfaces.
2. All litter, debris, and animal feces shall be removed from turf, beds, and hard surfaces.
3. All encroaching neighboring vegetation, including brush, trees, and shrubs, shall be kept away from roads, walkways and maintained areas. Vegetation shall be cut back approximately one-foot beyond the walkway edge and parallel with the plane of the walkway.
4. Windfall branches and debris shall be removed from all developed areas for disposal by the Contractor. Wind fallen trees are not in the contract.

Part 6- ADDITIONAL MAINTENANCE LABOR

1. Additional work may be requested in writing from the City based on an hourly cost. Hourly rates include all cost for materials, labor, and equipment.
2. The City will need a cost estimate before any additional work will be approved.

SITE LOCATIONS (City of Kenmore)

- | | |
|-------------------|---|
| 1. Bothell Way NE | South side of Bothell Way from 83 Pl NE to 5600 Blk |
| 2. 61 Ave NE | Both sides of street from Bothell Way NE to NE 190 St |
| 3. Simonds Rd NE | West side of street from NE 170 St to NE 145 St |
| 4. NE 175 St | North side of street from 65 Ave NE to 61 Ave NE |
| 5. 68 Ave NE | Both sides of street from SR 522 to NE 170 St |
| 6. | Other projects as they are identified and discussed |

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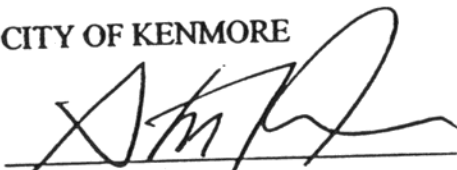
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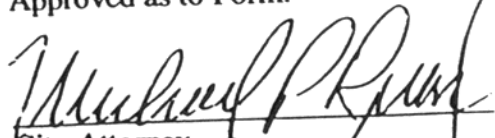


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