

**INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE CITY OF EVERETT
FOR TRAFFIC CONTROL DEVICE AND STREET LIGHT
MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR TRAFFIC CONTROL DEVICE AND STREET LIGHT MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES, hereinafter referred to as the "Agreement," is made and entered into this 31st day of March, 2014, by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Everett, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

RECITALS

- A. The City's geographical boundaries lie within the County.
- B. The City possesses the power, legal authority and responsibility to maintain City traffic control devices and street lights, and perform engineering and construction activities within its boundaries.
- C. The County, through the Snohomish County Department of Public Works, possesses the power, legal authority and responsibility to maintain County traffic control devices and street lights, and perform engineering and construction activities within unincorporated portions of Snohomish County and has the ability to provide those services within the City's boundaries.
- D. The County and City have an existing Interlocal Agreement for signal maintenance that was approved by Motion 08-775 on January 14, 2009, and recorded under Auditor's File Number 200902020083.
- E. The existing Signal Maintenance Interlocal Agreement between the County and City will expire on February 2, 2015.
- F. The County and the City agree that it is mutually beneficial for the County and the City to continue to work together cooperatively on traffic control device, street light maintenance and street light engineering and construction.
- G. The City desires to enter into an agreement with the County whereby the County will continue to perform for the City, traffic control device and street light engineering, construction and maintenance services within the City's boundaries.
- H. The County is agreeable to providing these services under the terms and conditions contained in this Agreement.
- I. The services provided by the County under this Agreement are an extension of the City's authority to perform public work in accordance with RCW 35.22.620 and RCW 35.77.020 through .040.

J. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020 through .040.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to maintain, design and construct traffic control devices and street lights on City streets.

2. Administrators.

Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

<u>County’s Initial Administrator:</u>	<u>City’s Initial Administrator:</u>
Jim Bloodgood, PE	Timothy Miller, PE
Traffic Engineering Manager	City Traffic Engineer
Snohomish County Public Works	City of Everett
3000 Rockefeller Ave. M/S 607	3200 Cedar St.
Everett WA 98201-4046	Everett, WA 98201
425-388-6419	425-257-8977
jim.bloodgood@snoco.org	tmiller@everettwa.gov

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party

3. Scope of Services.

A. For the purposes of this Agreement, “Traffic Control Devices” means all electrically powered traffic signals, pedestrian crossing beacons, and school zone flashing beacons that are located within the City’s municipal boundaries and for which the City is responsible for maintaining at the locations identified in Exhibit B of this Agreement, attached hereto and incorporated herein by this reference, together with all such Traffic Control Devices that may be installed at a later date and for which the City requests the County to include as part of this Agreement.

B. For the purposes of this Agreement, “Street Lights” refers to those street lights, trail lights, and pedestrian lights for which the City is responsible for maintaining.

- C. For the purpose of this Agreement, "Traffic Control Device Maintenance Services," "Street Light Maintenance Services," "Engineering Services," "Construction Services," and other services as agreed upon by the parties from time to time, hereinafter referred to collectively as the "Services," shall be as described and defined in Exhibit A, attached and incorporated by reference into this Agreement, to the extent such Services are not subject to mandatory competitive bidding, as determined by either the County or the City in accordance with applicable state statutes.
- D. For the purpose of this Agreement, "General Materials" shall be limited to those materials that are not required to be purchased through competitive bidding, as determined by the County in accordance with applicable law, are used in conjunction with Traffic Control Device Maintenance Services and Street Light Maintenance Services, and where the County has included the cost of those materials in the yearly budget in the year in which the materials are purchased.
- E. For the purpose of this Agreement, "Other Materials" shall be limited to those materials that are not General Materials, are required in conjunction with work being completed on a Work Order pursuant to Section 5 of the Agreement and are not required to be purchased through competitive bidding, as determined by the County in accordance with applicable law; PROVIDED, that the City, by May 31st of each year, shall provide the County a preliminary list and cost estimate of all the Other Materials that the City wants the County to purchase the following calendar year. The City, by September 1st of each year, shall provide the County a final list and cost estimate of all the Other Materials. The County reserves the right to accept or reject the purchase of Other Materials requested by the City.
- F. The County agrees to perform Services for the City and, when approved by the County, services for Construction and Engineering or other work not specifically set out in Exhibit A and as requested by Work Order, subject to the availability of sufficient personnel, equipment and materials to perform the requested Services without disrupting the normal operation and functions of the County.
- G. The Administrators identified in Section 2 above are authorized to act on behalf of the County and City respectively, and shall develop working procedures associated with the Services.
- H. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.
- I. By entering into this Agreement, the parties intend for the County to provide Traffic Control Device Maintenance Services to the City and when requested by the City Engineering Services, Construction Services, and other Services as agreed upon by the parties from time to time, and the City to pay the County for such Services as required under the terms of this Agreement. The County shall not assume, nor does

the City expect the County to gain, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of Services generally for the citizens of unincorporated Snohomish County.

- J. The County shall act as an independent contractor under this Agreement. Control, supervision, direction and discipline of County personnel, who shall be employees and agents of the County and not the City, shall be the responsibility of the County. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to inspect, accept, or reject the completed work.

4. Performance of Services.

- A. For the purpose of performing Services under this Agreement, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies, when requested, except to the extent machinery, equipment, and/or materials are supplied by the City as agreed to by the County in writing. In addition, the County may perform material sampling and equipment testing. Both parties agree that they and their officers and agents shall cooperate in the performance of the Services and that the County shall have full authority, possession and necessary control of the work and work area, and with the full assistance from the police of the City to assist in traffic control for safety purposes when requested by the County prior to the start of any work.
- B. For the purpose of facilitating the performance of the Services under this Agreement, it is hereby agreed that the City, upon reasonable request in writing by the County or its duly authorized representative, and at no cost to the County, shall temporarily close any streets, or portions thereof, that the County, in its sole discretion, finds necessary to be closed, before any work is commenced thereon. The City will be responsible for furnishing the materials and labor needed to temporarily close any street or streets while Services are being performed unless the otherwise agreed by the County.
- C. The Services provided by the County under this Agreement shall be pursued with care and diligence to County standards. The County will make efforts to accommodate pertinent schedules of the City. The County shall notify the City in writing of any hardship or other inability to perform under this Agreement, including delaying the performance of Services under this Agreement when the normal workload of County personnel so requires.
- D. The County shall serve as the lead agency for the Services.

5. Work Order Requests.

No work order request is necessary for Traffic Control Device Maintenance Services or Street Light Maintenance Services set out in Exhibit A, which services will be performed on a regularly scheduled or emergency basis. Requests for Construction Services, Engineering Services and other work not specifically set out in Exhibit A as Maintenance Services shall be processed through Work Order Requests in accordance with the following:

- A. If the City desires the County perform Services other than Maintenance Services specifically listed in Exhibit A, then the City shall direct a Work Order Request to the County Administrator. These Work Orders Requests shall adequately describe the scope of the work to be performed and indicate a desired completion date. The County may require the City to prepare a road plan and profile or sketches to adequately describe the scope, intent and detail of the work.
- B. Upon receipt of a Work Order Request, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order Request. Should the County reject the Work Order Request, it shall advise the City to that effect. Should the County accept the Work Order Request, it shall (1) advise the City of such, and (2) prepare an estimate of the time and costs to complete the work, which it will provide to the City. The estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 6 below.
- C. Upon receipt of the approval of the Work Order Request and estimate, the City may either issue a written Notice to Proceed which authorizes the County to perform the requested work or a written notice rejecting the County's estimate. The issuance of a Notice to Proceed shall constitute a representation by the City that the schedule of charges and basis of payment are acceptable and sufficient funds are appropriated to pay for the work. The issuance of a rejection by the City shall relieve the County of all obligations to perform any work identified in the Work Order Request. If no written Notice to Proceed is received by the County from the City within twenty-one (21) days from the date of the County's response approving the Work Order and estimate, then the County will treat the response and estimate as if they had been rejected.
- D. The City may make changes to the requested Services by submitting a new Work Order Request outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order Request, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and any non-cancelable costs.

- E. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order Request required by the County when such changes will substantially alter the nature of the Services or the estimate. The County shall obtain the City's written approval to any such changes before implementing them.

6. Basis of Payment.

- A. Unless otherwise provided in this Agreement, the City shall pay to the County Treasurer, for Services within the scope of this Agreement, the entire cost to the County of performing such Services, including: salaries, wages, and benefits of all employees engaged therein; costs of clerical work and travel expenses incurred in the performance of the Services, including mileage of employees; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.
- B. The County shall be reimbursed in full by the City for Services provided by the County in accordance with the schedule of estimated costs set forth in Exhibit C incorporated herein or as otherwise incurred in connection with approved work order requests. The estimated costs set forth in Exhibit C are as of the effective date of this Agreement. Estimated costs may be adjusted annually to reflect current labor, material, and equipment costs. The County shall document all costs for labor, materials, and equipment with its billing to the City. The County agrees that only those costs directly allocable Services under accepted accounting procedures will be charged.
- C. The County shall be reimbursed in full by the City for General Materials purchased by the County that are used in conjunction with Traffic Control Device Maintenance Services and Street Light Maintenance Services. The County shall also be reimbursed in full by the City for Other Materials purchased by the County that are used in conjunction with Work Orders approved by the City.
- D. For the purpose of determining the compensation to be paid by the City to the County for the Services rendered, it is hereby agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost incurred by the County in performing Services for the City during any given billing period under this Agreement. This rate may be adjusted administratively by the County annually to reflect changes in actual administrative costs, and such adjustment shall

not be subject to the amendment process as indicated in Section 15 of this Agreement. The County shall notify the City of any change to the rate.

- E. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing.

7. **Records.**

The County shall maintain accurate time and accounting records related to performing Services under this Agreement in the same manner as prescribed for normal County road projects. Such records shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project. The City shall have the right to inspect, review and copy such records at all times with reasonable notice to the County.

8. **Facilities To Be Provided By The City.**

- A. The City certifies to the County that the City owns or controls the real property or rights-of-way upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.
- B. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.
- C. All electrical power billings for the operation of the traffic control devices and street lighting systems will be paid by the City.

9. **Indemnification/Hold Harmless.**

- A. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them 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, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a 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 any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them 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, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a 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 be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- C. 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 or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, 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 reasonable attorney's fees.
- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects 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.
- E. Should a court of competent jurisdiction determine this Agreement is subject to the provisions of RCW 4.24.115, then each party shall protect, defend, indemnify, and hold harmless the other, their 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 Indemnifying party'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.

10. Insurance.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Default and Remedies.

A. Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

B. Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12.A. above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

13. Effective Date and Duration.

A. Effective Date. This Agreement, and any amendment there to, shall take effect upon execution by the parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.

B. Duration. This Agreement shall remain in effect for an initial period of six (6) years unless either amended as provided in Section 15 or terminated as provided in Section 14, PROVIDED, HOWEVER, that the County's obligations after December 31st of the year in which this Agreement is approved and becomes effective, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

- C. Renewal. This Agreement may be renewed administratively by the County Agreement administrator on behalf of the County and the Mayor on behalf of the City for no more than two (2) additional terms of six (6) years each if, at or prior to each termination date, such persons agree in writing to such renewals.

14. Termination.

Termination of this Agreement by either party is subject to the following:

- A. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written notice to the other party.
- B. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated by either party's legislative authority after the Effective Date of this Agreement, this Agreement may be terminated by either party immediately upon notice to the other party.
- C. Upon termination of this Agreement by either party as provided in this section:
- i. The County shall notify the City within thirty (30) days of termination of all remaining costs for any equipment purchased by the County that is proprietary to the City's traffic control device or streetlight systems that has not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases.
 - ii. The City shall pay the County for all work performed up to the Effective Date of termination, the cost of any equipment purchased by the County that is proprietary to the City's traffic control device or streetlight systems that have not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases. No payment shall be made by the City for any expense incurred or work done following the Effective Date of termination unless authorized in writing by the City.
 - iii. The County shall return to the City within ninety (90) days of termination all equipment that has been paid for by the City.

15. Amendments.

This Agreement may be amended at any time by written agreement of the parties if executed with the same formalities as this Agreement; PROVIDED, that the renewals of this Agreement pursuant to section 13.C of this Agreement and the addition or deletion of traffic control devices and street lights may be made without amendment of this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

18. Data Collection.

- A. The County and City agree to the mutual exchange of historical, current and future traffic data as it exists or becomes available through traffic programs and/or projects.
- B. For the convenience of the County, City, and the general public, the County may post some or all of the traffic data provided by the City on the County website along with the standard disclaimer.
- C. Any request for traffic data other than historical, scheduled collections or traffic control device related information (unless otherwise agreed upon) shall be processed through a Work Order, under Section 5 of this Agreement. The appropriate fees will be charged to the requestor requiring the special collection effort.

19. Choice of Law and Venue.

The laws of the state of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings to enforce this Agreement or any provision included in this Agreement shall be in the Superior Court of Snohomish County, Everett, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

20. Severability.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

21. Written Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 2 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

22. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

23. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

24. No Waiver.

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

25. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the

preceding sentence shall be null and void and shall constitute a Default under this Agreement.

26. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

27. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

28. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

29. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

30. No Separate Entity Necessary.

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

31. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

SNOHOMISH COUNTY:

CITY OF EVERETT:

By: John Lovick 3/31/15
John Lovick Date
Snohomish County Executive

By: Ray Stephanson 1-6-2015
Ray Stephanson Date
Mayor

Attested by: Sharon Fuller
Name Sharon Fuller
Title City Clerk

Approved as to Form:
Rey Leo 12-16-14
Deputy Prosecuting Attorney

Approved as to Form:
James D. Lee
City Attorney

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COUNCIL USE ONLY
Approved: 3-18-15
Docfile: 0-18

EXHIBIT A

TRAFFIC CONTROL DEVICE AND STREET LIGHT MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES

TRAFFIC CONTROL DEVICE MAINTENANCE SERVICES

Traffic Signal Maintenance Services

Traffic Signal Maintenance Services provided by the County consist of the following:

Routine Maintenance - This is a monthly activity that includes inspection of the traffic signal cabinet/controller/program; a visual inspection of the display system; and a check of pedestrian push buttons, emergency pre-emption, and detection systems. Furthermore, appropriate records will be maintained in the controller cabinet and in the office file located in the Snohomish County Traffic Operations Office. Approximately one hour per month per intersection will be spent on routine maintenance.

Re-lamp – Traffic signal indicators will be replaced as needed. It is estimated that approximately five hours per intersection will be spent on this activity. This is typically a two County employee operation, which includes a Signal Technician and an assistant to the Signal Technician for traffic control purposes.

On-Call Emergency Response - This service provides 24 hour emergency response for traffic signal malfunctions. For estimating purposes, it is assumed that each signal will have two emergencies per year. There is a minimum of three hours of labor per on-call emergency response. This estimate of three hours of labor per on-call emergency response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

Materials –The County will provide all supplies and materials for both routine and on-call emergency response. This does not include replacement of major components of a traffic signal or additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the County in providing such supplies and materials shall be reimbursed by the City according to the terms of Section 6 of the Agreement.

Locating Underground Wiring – The County will locate all underground wiring associated with a traffic signal when requested by the Underground Utility Locate Center.

Pedestrian Crossing Beacon Maintenance Services

As of the Effective Date of this Agreement the County does not provide Pedestrian Crossing Beacon Maintenance Services. In the event the City requests the County perform Pedestrian Crossing Beacon Maintenance Services, they will consist of the following:

Routine Maintenance - This is a quarterly activity that includes inspection of the beacon's power unit; a visual inspection of the display system; and a check of pedestrian push buttons or other detection system. Furthermore, appropriate records will be maintained in the office file located in the Snohomish County Traffic Operations Office. Approximately two hours per quarter per location will be spent on routine maintenance.

Re-lamp – Pedestrian crossing beacon indicators/lamps will be replaced as needed, typically on an annual basis. It is estimated that approximately two hours per location will be spent on this activity.

On-Call Emergency Response - This service provides 24 hour emergency response for pedestrian crossing beacon malfunctions. For estimating purposes, it is assumed that each pedestrian crossing beacon will have one emergency per year. There is a minimum of three hours of labor per on-call emergency response. This estimate of three hours of labor per on-call emergency response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

Materials –The County will provide all supplies and materials for both routine and on-call emergency response. This does not include replacement of major components of a beacon or additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the County in providing such supplies and materials shall be reimbursed by the City according to the terms of Section 6 of the Agreement.

Locating Underground Wiring – The County will locate all underground wiring associated with a beacon when requested by the Underground Utility Locate Center.

School Zone Flashing Beacon Maintenance Services

As of the Effective Date of this Agreement the County does not provide School Zone Flashing Beacon Maintenance Services. In the event the City requests the County perform School Zone Flashing Beacon Maintenance Services, they will consist of the following:

Routine Maintenance - This is an annual activity that includes inspection of the beacon's power unit; a visual inspection of the display system and resetting of the timing program to coincide with an changes in the school schedule. Furthermore, appropriate records will be maintained in the office file located in the Snohomish County Traffic Operations Office. Approximately two hours per location will be spent on routine maintenance.

Re-lamp – School zone flashing beacon indicators/lamps will be replaced as needed. When needed it is estimated that approximately two hours per location will be spent on this activity.

On-Call Emergency Response - This service provides 24 hour emergency response for beacon malfunctions. For estimating purposes, it is assumed that each beacon will have one emergency per year. There is a minimum of three hours of labor per on-call emergency response. This estimate of three hours of labor per on-call emergency response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

Materials –The County will provide all supplies and materials for both routine and on-call emergency response. This does not include replacement of major components of a beacon or additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the County in providing such supplies and materials shall be reimbursed by the City according to the terms of Section 6 of the Agreement.

Locating Underground Wiring – The County will locate all underground wiring associated with a beacon when requested by the Underground Utility Locate Center.

Street Light Maintenance Services

As of the Effective Date of this Agreement the County does not provide Street Light Maintenance Services. In the event the City requests the County perform Street Light Maintenance Services, they will consist of the following:

Routine Maintenance – Yearly re-lamping activity that includes the replacement of a percentage of the total number of lamps consistent with the manufacturer’s estimated lamp service life. For estimating purposes, it is assumed that 20 lamps will be replaced each year.

On-Call Emergency Response - This service provides 24 hour emergency response for street light malfunctions. For estimating purposes, it is assumed that there will be 2 on-call emergencies per year. There is a minimum of three hours of labor per on-call emergency response. This estimate of five hours of labor per on-call emergency response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

Electrical Repair – The County will provide rewiring and other electrical work to damaged street lighting as requested or directed by the City. City personnel will perform all other work associated with repairing damaged street lighting.

Materials – The County shall provide all supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a street light or additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the County in providing such supplies and materials shall be reimbursed by the City according to the terms of Section 6 of the Agreement.

Locating Underground Wiring – The County will locate all underground wiring associated with a street light when requested by the Underground Utility Locate Center.

Engineering Services

Engineering Services provided by the County may include, but are not limited to, the following:

- Conducting traffic engineering related data collection.
- Performing operational analyses and modeling.
- Performing accident and safety analyses.
- Performing design on traffic engineering, electrically powered control devices and intelligent traffic system (ITS) improvement and channelization of intersections and other roadway areas.
- Preparing plans, specifications and estimates (PSE).
- Conducting field surveys related to traffic engineering signal and ITS improvements.
- Attending meetings as requested by the City
- Reviewing technical documents, traffic engineering reports and other related documents relevant to development project, traffic engineering and ITS improvements.

Construction Services

Construction Services provided by the County may include, but are not limited to, the following:

- Traffic control device, street light, channelization and ITS related construction.
- Inspection of signal, street light and ITS improvements.
- Perform other related construction services as requested by the City.

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EXHIBIT B

**CITY OF EVERETT
INVENTORY OF ELECTRICALLY POWERED TRAFFIC CONTROL
DEVICES TO BE MAINTAINED BY COUNTY PERSONNEL**

As Of The Effective Date Of This Agreement

Traffic Signal Inventory

No.	North/South Street	East/West Street
1.	Airport Road	SR 99
2.	Airport Road	112 th Street SW
3.	Airport Road	Holly Drive
4.	Airport Road	106 th Street
5.	Airport Road	Kasch Park Access Road
6.	Airport Road	Casino Road

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EXHIBIT C

ESTIMATED COSTS FOR TRAFFIC CONTROL DEVICE AND STREET LIGHT MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES

ESTIMATED COSTS FOR TRAFFIC CONTROL DEVICE AND STREET LIGHT MAINTENANCE SERVICES

The tables below are an estimate, as of the Effective Date of this Agreement, of annual costs based on historical average needs and rates. The estimated totals below do not include the cost of either work performed by County personnel in response to Work Order Requests by the City in accordance with Section 5 of this Agreement or for locating underground wiring when not associated with a Work Order Request. The hourly rates listed below include the County's cost of labor, benefits, the County's 15% administration fee and the cost of equipment rental.

Services performed by the County on Street Lights will be by a Work Order Request from the City pursuant to section 5 of this Agreement, and will be billed, along with locating underground wire, at the traffic signal hourly billing rates for routine or on-call emergency maintenance, as applicable, that are in effect at the time the work order request is submitted.

Table 1 Estimated Cost For Traffic Signal Maintenance Services

Item	Cost Per Intersection	Annual Costs
Routine Maintenance	12 hours @ \$100/hr = \$1,200	\$7,200
Relamp (1) intersection per year)	4 hours @ \$100/hr = \$ 400	\$ 400
On-Call Emergency Maintenance	6 hours @ \$175/hr = \$1,050	\$2,100
Materials	\$ 200	\$1,200
Total	\$2,850	\$10,900

The annual costs for maintaining the City's six (6) traffic signals are estimated to amount to \$10,900. Costs are estimated as of the Effective Date of this Agreement. Estimated costs may be adjusted annually to reflect current labor and material charges. This figure does not include the cost of work performed by County personnel in response to Work Orders issued upon request by the City in accordance with Section 3 of this Agreement. The above costs include the current County administration rate of 15%. This rate may be adjusted annually as identified in Section 4.C of this Agreement.

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#21

PROJECT TITLE:

Interlocal Agreement with
Snohomish County for Traffic
Control Device and Streetlight
Maintenance, Engineering and
Construction Services

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Tim Miller
 Phone Number 425-257-8977
 FOR AGENDA OF 12/24/14

Initialed by:
 Department Head *[Signature]*
 CAA *[Signature]*
 Council President *[Signature]*

Location Preceding Action Attachments Department(s) Approval

Amount Budgeted	\$10,900		
Expenditure Required	\$10,900	Account Number(s): PW 3132	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

The City of Everett and Snohomish County have an interlocal agreement whereby the County provides traffic signal and streetlight maintenance, engineering and construction services at six intersections within the City which form part of a coordinated traffic signal system that the County operates. The arrangement has proven beneficial to both parties.

The agreement is set to expire on February 2, 2015. Both parties wish to renew the agreement. The attached agreement will renew the agreement for a six year period, with options for further extensions of two, six year terms upon approval by both the County Executive and the City Mayor.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the attached interlocal agreement for traffic control device and street light maintenance, engineering and construction services.

*Council approved
12/24/14
[Signature]*