

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF EVERETT CONCERNING THE
INSTALLATION OF AN ADAPTIVE TRAFFIC SIGNAL
CONTROL SYSTEM**

This INTERLOCAL AGREEMENT, (the "Agreement"), is made and entered into this 26th day of October, 2015, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF EVERETT, a Washington municipal corporation (the "City") and collectively as the "Parties".

RECITALS

A. Snohomish County, the City of Everett, the City of Bothell and the State of Washington Department of Transportation, (the "Project Participants") have a joint project to install an Adaptive Traffic Signal Control system at certain signalized intersections on Airport Road, SR 96 and SR 527, hereinafter the "Project", and as shown in Exhibits A and B to this Agreement.

B. The Project will support the Regional Manufacturing/Industrial Center (MIC) at Paine Field/Boeing Everett and the Regional Growth Center at Canyon Park in Bothell by reducing congested roads for commuters, residents and freight movers. The selected adaptive control system will allow the intersections to be operated as a complete corridor during peak travel times to maximize the number of vehicles that can get through each intersection in each cycle, thereby reducing stopping and delay, and managing traffic clusters. The end result will be substantially reduced corridor travel times on the selected routes and an improved level of service.

C. The Project will consist of replacing existing signal software with new adaptive signal software and replacing or adding new equipment and communication pathways as needed, including up to five (5) Cohu 3960HD cameras located within the City. Further, the Project will provide the Parties the means to be able to view the adaptive signal operations in real time from each party's traffic management center. The Project will be completed in two phases, with Phase One being Project Engineering/Design (PE) and Phase Two being Project Construction/Deployment (CN). Phase One is anticipated to be completed in 2015 and Phase Two in 2016.

D. A portion of the Project Area is located within the City. The remainder of the Project Area is located in areas under the jurisdiction of the other Project Participants. For purposes of this Agreement, the portion of the Project Area located within the City are the intersections identified by a green circle, as shown in Exhibit A of this Agreement, and shall be called the "City Project Area".

E. The County, on behalf of all the Project Participants, applied for and received a Federal Surface Transportation Program (STP) grant that will partially fund the costs associated with designing and constructing the Project.

F. The Project is estimated to cost \$2,000,000, of which the STP grant will fund up to eighty six and one half percent (86.5%) or \$1,730,000, whichever is less, of the total cost of the Project.

G. The Project Participants will pay the remaining balance which is estimated to be \$270,000, on a percentage basis as determined by dividing the number of intersections per Project Participant by the total number of Project intersections.

H. The City's percentage portion of the remaining balance is thirteen percent (13%) and is estimated to be \$35,100 (\$3,510 for Engineering/Design and \$31,590 for Construction/Deployment) plus the remaining cost of the five (5) Cohu 3960HD cameras.

I. The County and the City agree that it will be more efficient and mutually beneficial for the County and the City to work cooperatively together and for the County to be the lead entity responsible for the overall planning, design and deployment of the Project.

AGREEMENT

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. Requirements of Interlocal Cooperation Act

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to accomplish the Project.

1.2 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 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 the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which 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:

County's Initial Administrator:

Jim Bloodgood
County Traffic Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
jim.bloodgood@snoco.org

City's Initial Administrator:

Timothy Miller
City Traffic Engineer
Everett Public Works
3200 Cedar Street
Everett, WA, 98201
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.

2. Effective Date and Duration

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Section 11 below.

3. County Responsibilities

3.1 Lead Agency. The County shall serve as the lead agency for the Project for purposes of Project design and deployment.

3.2 Engineering and Design Services. The County in compliance with the WSDOT Local Agency Design Manual and FHWA requirements, shall provide the City the following engineering and design services for the portion of the Project located in the City's Project Area: a Systems Engineering Analysis including the Concept of Operation document, the System Requirements, a Verification Plan, a Validation Plan and a Procurement Plan ("Engineering and Design Services"). The City and County will meet as needed to implement and execute the Systems Engineering Analysis process. The County shall segregate the costs of the Design Services from the total costs of designing the entire Project in the manner described in Section 5.2 below.

3.3 Construction Services. The County shall provide project construction and deployment services ("Construction Services,") to the City for those portions of the City Project Area. The County shall segregate the costs of the Construction Services from the total costs of constructing the entire Project in the manner described in Section 5.3 below.

3.4 Invoicing. The County shall invoice the City for Engineering and Design Services and Construction Services provided under this Agreement. 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.

3.5 Quality of Services. The County services performed under this Agreement shall be of good quality, consistent with appropriate and accepted industry standards.

3.6 Independent Contractor. The County will perform its obligations under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

3.7 Sub-Contracting. The County may, in its sole discretion, hire one or more contractors/consultants and/or sub-contractors/consultants to perform some or all of the services.

4. City Responsibilities

4.1 Document Review and Cooperation. The City shall provide its comments within two weeks for all key deliverables listed in Section 3.2. The City shall make its personnel, including but not limited to its Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Engineering and Design Services and the Construction Services.

4.2 Grant of Access. The City grants to the County, for the purpose of performing its obligations under this Agreement, permission and right-of-entry on, over, under, above and through those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient, in the reasonable judgment of the County engineer, for the County to access in performing the Services.

4.4. Adding Intersections. In the event the City adds one or more City intersections to the Project beyond the 6 shown in Exhibit A, the City agrees to pay all additional costs associated with additional equipment needed during the construction/deployment phase. The City also agrees that no grant funds will be utilized towards the purchase of additional equipment associated with any intersections added beyond the 6 shown in Exhibit A.

4.5. Additional Cameras. The City agrees to pay the full amount of that portion of the cost of the five (5) Cohu 3960HD cameras that is not paid by the STP grant.

5. Payment by City

5.1 Costs. The City shall reimburse the County on a time and materials basis including an administrative fee in accordance with Sub-section 5.4 for the costs of the services provided by the County that are not paid by the STP Grant. The County agrees that only those costs directly allocable to the services under accepted accounting procedures will be charged to the City. By way of example, the allocable costs calculation may include the following types of cost components:

- (i) Salaries, wages, benefits of all County employees engaged therein;

- (ii) Travel expenses, including mileage of County employees;
- (iii) Materials, when provided by the County;
- (iv) County-owned machinery and equipment, for which the County equipment rental rate shall be included in computing the cost of the machinery and equipment;
- (v) Other costs and incidental expenses; including depreciation on County machinery and equipment;
- (vi) The full cost to the County of rental machinery and equipment, together with any operator furnished therewith;
- (vii) The cost of equipment, supplies, and related expenses when purchased by the County; and
- (viii) Payment to consultants, sub-consultants, contractors or sub-contractors for work performed on behalf of the County.

5.2 Costs for Engineering and Design Services. The costs associated with the Engineering and Design Services associated with the Project are estimated at \$200,000, of which eighty six and one half percent (86.5%) or up to \$173,000, whichever is less will be funded through the STP grant, with the remainder being paid by the Project Participants. The City's portion of the remainder is thirteen percent (13%) and is estimated to be \$3,510. The City shall pay its portion to the County consistent with the methodology and cost components described in Section 5.1 above.

5.3 Costs for Construction Services. The costs associated with the Construction Services for the Project are estimated at \$1,800,000 of which eighty six and one half percent (86.5%) or up to \$1,557,000 will be funded through the STP grant, with the remainder being paid by the Project Participants. The City's portion of the remainder is thirteen percent (13%) and is estimated to be \$31,590, plus the remaining cost of the five (5) Cohu 3960HD cameras. The City shall pay its portion to the County consistent with the methodology and cost components described in Section 5.1 above.

5.4 Administrative Fee. For the purpose of fixing the compensation to be paid by the City to the County for the Services under this Agreement, it is agreed that there shall be included in each billing, to cover administrative costs, an administrative fee not to exceed the County administrative rate. This rate is currently set at 15% of the total labor and benefits cost to the County for only those County employees performing services for the City under this Agreement. The administrative rate is not included in charges for materials, equipment or payments to contractors or subcontractors. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

5.5 Payment of Invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days following receipt by the City of said invoices. Timely payment of an invoice shall not constitute acceptance by the City of the Services at issue. Instead, the City's acceptance of Services shall be governed by Section 6 below.

6. Review, Inspection and Acceptance of Services

The City shall have the right to review and approve the Engineering and Design Services and the Construction Services. Such review and approval shall occur as outlined in the publication titled Systems Engineering for Intelligent Transportation Systems by the; US Department of Transportation, Federal Highway Administration and Federal Transit Administration, Dated January 2007 and as amended.

7. Indemnification/Hold Harmless

7.1 County's Indemnification of City. The County shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on, about or around the City's Project Area due to or arising out of the County's performance of Services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the County; or (ii) any breach or Default (as such term is defined in Section 10.1 below) by the County under this Agreement.

7.2 City's Indemnification of County. The City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on or around the City's Project Area during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the City under this Agreement.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 7.1 and 7.2 above are 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.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. 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).

9. 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.

10. Default and Remedies

10.1 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.

10.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. Early Termination

11.1 30 Days Notice. Except as provided in Section 11.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Lack of Funding. 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 after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement by the City as provided in this Section 11, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

12. 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 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. Miscellaneous

13.1 Entire Agreement; Amendment. 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 signed by the party against whom such modification is sought to be enforced.

13.2 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

13.3 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.

13.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

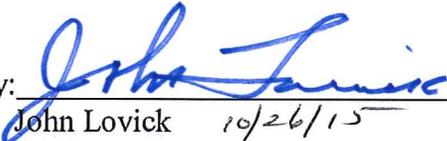
13.9 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

13.10 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

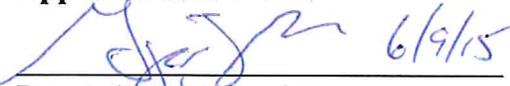
SNOHOMISH COUNTY

CITY OF EVERETT

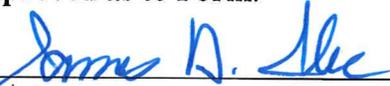
By: 
John Lovick 10/26/15
County Executive

By: 
Ray Stephanson
Mayor

Approved as to Form:

 6/9/15
Deputy Prosecuting Attorney

Approved as to Form:

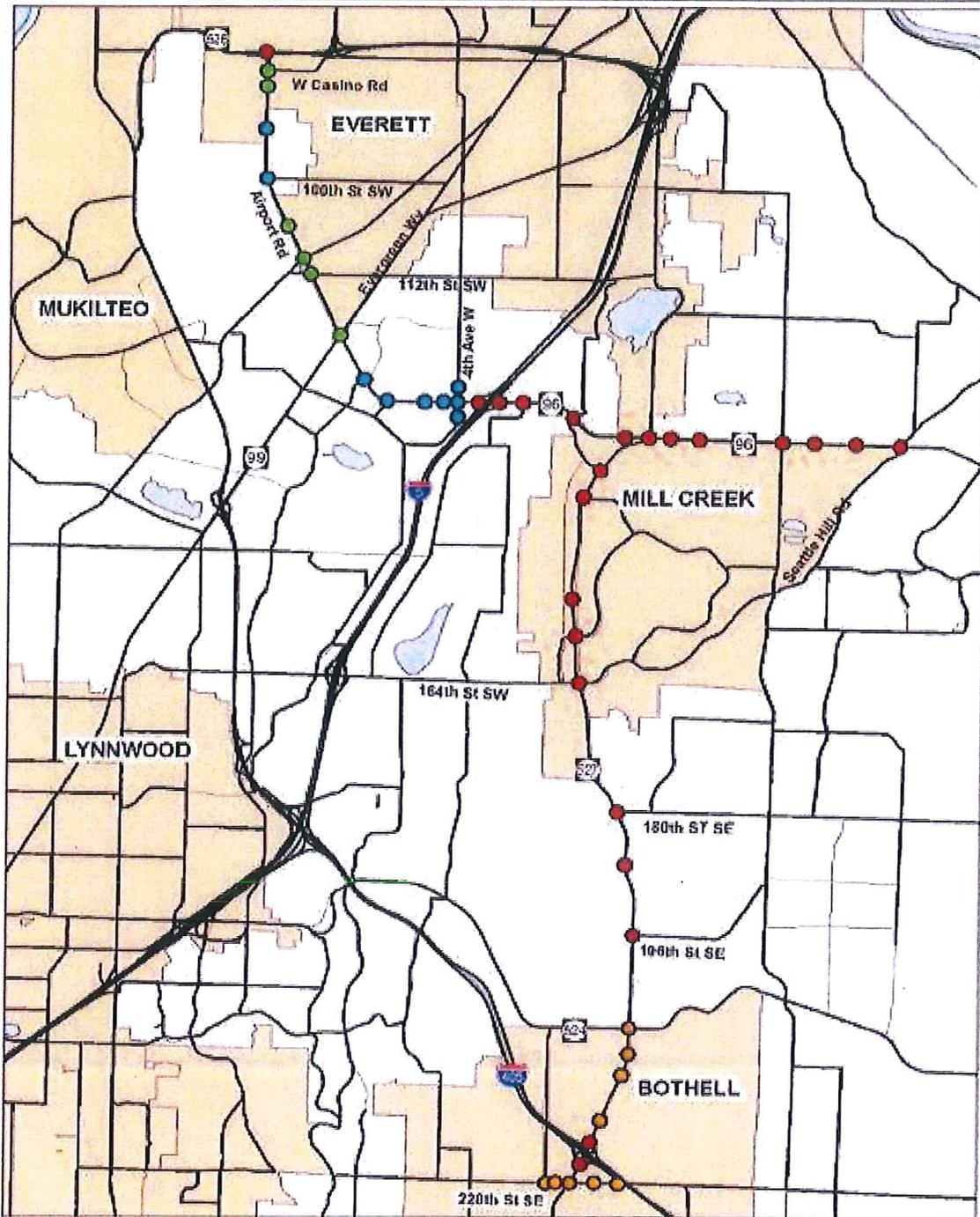

City Attorney

ATTEST:


City Clerk

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

EXHIBIT A Map of Scope of Work for Adaptive Signal Control System



47 Total Signals

- WSDOT Signals (23)
- Snohomish County Signals (9)
- City of Everett Signals (6)
- City of Bothell Signals (9)

EXHIBIT B

**ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM
BY JURISDICTION AND INTERSECTION**

(There are a total of 47 intersections associated with the Project)

Snohomish County (9) (19%)	WSDOT (23) (49%)
<ol style="list-style-type: none"> 1. Airport Road & 94th St SW 2. Airport Road & 100th St SW 3. Airport Road & Admiralty Way 4. Airport Road & Gibson Road 5. 128th St SW & 8th Ave W 6. 128th St SW & 5th PI W 7. 128th St SW & 4th Ave W 8. 4th Ave W & Mariner Square 9. 4th Ave W & Park-n-Ride 	<ol style="list-style-type: none"> 1. SR 526 & Airport Road 2. I-5/SR 96 – NB Ramps 3. I-5/SR 96 – SB Ramps 4. SR 96 & 3rd Ave SE 5. SR 96 & Elgin Way/Dumas Road 6. SR 96 & 16th Ave SE 7. SR 96 & 21st Dr SE * 8. SR 96 & 25th Ave SE * 9. SR 96 & 35th Ave SE * 10. SR 96 & 39th Ave SE * 11. SR 96 & 44th Ave SE ** 12. SR 96 & Seattle Hill Road * 13. SR 527 & SR 96 14. SR 527 & Dumas Road/136th St SE 15. SR 527 & Trillium/Heatherwood 16. SR 527 & 153rd St SE 17. SR 527 & Mill Creek Blvd 18. SR 527 & 164th St SE 19. SR 527 & 180th St SE 20. SR 527 & 168th St SE 21. SR 527 & 196th St SE 22. I-405 & SR 527 NB Ramps 23. I-405 & SR 527 SB Ramps <p>* = Locations on SR 96 East of SR 527 ** = New Signal Expected Spring 2014</p>
City of Bothell (9) (19%)	
<ol style="list-style-type: none"> 1. SR 527 & 208 St SE/Maltby Road 2. SR 527 & 211th St SE 3. SR 527 & 214th St SE 4. SR 527 & 220th St SE 5. SR 527 & 228th St SE 6. 228th & 9th Ave SE 7. 228th & 10th Ave SE 8. 228th & 15th Ave SE 9. 228th & 19th Ave SE 	
City of Everett (6) (13%)	
<ol style="list-style-type: none"> 1. Airport Road & West Casino Road 2. Airport Road & Kasch Park 3. Airport Road & 106th St SW 4. Airport Road & Holly Drive 5. Airport Road & 112th St SW 6. Airport Road & Evergreen Way 	

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interlocal Agreement with
Snohomish County concerning
the installation of an adaptive
traffic signal control system

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

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Ryan Sass
 Phone Number (425) 257-8942
 FOR AGENDA OF August 12, 2015

Initialed by:
 Department Head _____
 CAA *ds*
 Council President *do*

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Airport Road		Interagency Agreement	
Amount Budgeted	\$82,600		
Expenditure Required	\$82,600	Account Number(s): PW2536	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

Snohomish County has applied for and received Federal Surface Transportation Program (STP) funds for the design and installation of an adaptive traffic signal corridor along Airport Road, SR 96 and SR 527.

When complete, the project will allow the 47 traffic signals to be coordinated in groups and subgroups automatically as traffic conditions change. Six of these signals are owned by the City of Everett and are located along Airport Road. This important commute route has traffic flow characteristics that vary widely throughout the day, often in unpredictable ways, due to traffic incidents and events. The coordination of signals along the route involves the cooperative design and operation between the City of Everett, Snohomish County, Washington State Department of Transportation and City of Bothell. Each agency will also retain the ability to separately control their signals as desired.

The entire project is estimated to be \$2,000,000 with \$1,730,000 funded by the Federal STP grant. The remaining costs will be divided between the Washington State Department of Transportation, Snohomish County, the City of Bothell and the City of Everett, based on the number of intersections controlled within each entity. The City 's cost share in the project will be 13% of the non-grant funded costs and the purchase of up to five Cohu 3960HD traffic cameras to be installed at certain intersections along Airport Road (\$82,600 including sales tax).

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County concerning the installation of an adaptive traffic signal control system.

*Council Approved
8-12-18
ST*