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INTERLOCAL AGREEMENT
Between
SNOHOMISH COUNTY and THE CITY OF MARYSVILLE
FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" for the purpose of providing traffic signal and street light maintenance services.

WHEREAS, the CITY's geographical boundaries lie within the COUNTY; and

WHEREAS, the CITY possesses the power, legal authority and responsibility to maintain traffic signals and street lights within its boundaries; and

WHEREAS, the COUNTY, through the Snohomish County Department of Public Works, provides traffic signal and street light maintenance services within unincorporated portions of Snohomish County and also possesses the ability to provide those services into the geographical area of the CITY; and

WHEREAS, the CITY desires to enter into an agreement with the COUNTY whereby the COUNTY will perform traffic signal and street light maintenance services within the boundaries of the CITY; and

Interlocal Agreement Between SNOHOMISH COUNTY
and the CITY OF MARYSVILLE for Traffic Signal and
Street Light Maintenance

Marysville signalmaintILA2 final 1-07.doc
JGL / 1/22/2007

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions contained in the following Interlocal Agreement, hereinafter referred to as the "Agreement"; and

WHEREAS, such agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Agreement

A. The COUNTY agrees to perform for the CITY any and all functions specified below relating to traffic signal and street light maintenance services, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the COUNTY.

B. For the purpose of this Agreement, "traffic signal maintenance services" shall be limited to the following activities, not subject to mandatory competitive bidding, as determined by the CITY:

Routine Maintenance, Re-lamp, On-Call Emergency Response, Materials, and Signal Engineering as requested by the CITY and described in detail in Exhibit A, attached and incorporated by reference into this Agreement.

C. For the purpose of this Agreement, "street light maintenance services" shall be limited to the following activities, not subject to mandatory competitive bidding, as determined by the CITY:

Routine Maintenance, Electrical Repair, and Materials, as described in detail in Exhibit A, attached and incorporated reference into this Agreement.

D. For the purpose of this Agreement, "traffic signal maintenance services" and "street light maintenance services" are collectively referred to as "Services."

E. The COUNTY Public Works Director and/or the COUNTY Engineer, acting as the administrators of this Agreement, and CITY Director of Public Works are authorized to act on behalf of the COUNTY and CITY respectively, and shall develop working procedures associated with any of the activities comprising Services. No separate legal or administrative entity is created under this Agreement.

- F. 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.
- G. By entering into this Agreement, the parties intend to have the **COUNTY** provide Services to the **CITY**. The **COUNTY** does not intend to 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 traffic signal and street light maintenance services generally for the citizens of unincorporated Snohomish County.
- H. The **COUNTY** is acting as an independent contractor so that control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the **COUNTY**.

2. Performance of Traffic Signal and Street Light Maintenance 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 except to the extent labor, supervision, machinery, equipment, and/or materials are supplied by the **CITY** as agreed to by the **COUNTY** in writing. In addition, the **COUNTY** will perform material sampling and equipment testing. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the **COUNTY** shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the **CITY**.
- 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, will allow the temporary closing to traffic of all streets, or portions thereof, 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 a street or streets while maintenance is being performed.
- 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 in writing the **CITY** of any hardship or other inability to perform under this Agreement,

including postponement of requested work due to priority given the normal workload of COUNTY personnel.

3. Work Order Requests

Requests for work which is not included in the Services set out in Exhibit A shall be processed through work order requests.

- A. If the CITY desires that the COUNTY perform any work on its signal and street lighting system beyond the Services identified in Exhibit A, then the CITY shall direct a work order request to the COUNTY Public Works' Transportation and Environmental Services Director, on forms provided by the COUNTY. These work order requests shall adequately describe 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. The COUNTY shall respond to such work order request in writing. If the COUNTY's response is in the affirmative, the COUNTY shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- C. Upon receipt of the COUNTY's 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 cover the cost of the requested 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 mailing date of the COUNTY's estimate, then the COUNTY will treat the estimate as if it had been rejected.
- D. The scope of requested work may be amended in writing at any time with the consent of both parties.
- E. It may be necessary for the COUNTY to use consultants from the COUNTY on-call list to complete the duties described in this section.

4. Basis of Payment

- A. Unless otherwise hereinafter provided, 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 work, including; salaries wages, and benefits of all employees engaged therein; all supervision over such employees while so employed; cost of clerical work and travel expenses, including mileage of employees; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment.

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 cost set forth in Exhibit C are as of the effective date of this Agreement. Estimated costs may be adjusted annually to reflect current labor and material charges. 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 to a project under accepted accounting procedures will be charged to the project.
- C. For the purpose of fixing 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 to the **COUNTY** of performing all services to the **CITY** during billing period under this Agreement. This rate may be adjusted annually to reflect changes in actual administrative costs.
- D. The **CITY** agrees to make payment on billings submitted by the **COUNTY** within thirty (30) days following receipt by the **CITY** of said billing.

5. Records

- A. The **COUNTY** shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal **COUNTY** road

projects. Such records as to any project 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.

- B. The COUNTY shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the rental value of all COUNTY-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the COUNTY; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service. The CITY shall have the right to inspect, review and copy such records at all times with reasonable notice to the COUNTY.
- C. The COUNTY shall provide to the CITY at the close of each calendar month a summary billing covering all services performed during said month.

6. Facilities to be Provided by the CITY

The CITY grants to the COUNTY permission to enter CITY rights-of-way for the purposes of operating and maintaining the traffic signal system and associated lighting systems.

All electrical power billings for the operation of the traffic signals and street lighting systems will be paid by the CITY.

7. Hold Harmless/Indemnification

- A. Each party hereto agrees to indemnify and hold harmless the other party, its officers, elected and appointed officials, employees, and agents from all claims, lawsuits, penalties, losses, damages or costs of any kind whatsoever to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, elected or appointed officials, agents, or employees in performance of this Agreement.
- B. The parties hereby agree that, except as expressly set forth in this Agreement, the performance of services pursuant to this Agreement shall not constitute an assumption by Snohomish COUNTY of any CITY municipal obligations or responsibilities relating to the roads, streets, utilities, transportation facilities, or other elements of the projects or activities described in this Agreement. Ownership and jurisdiction of all such facilities shall remain with the CITY.

- C. The **CITY** is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 99 municipal corporations in the State of Washington. WCIA has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.
- D. The **COUNTY** is self-insured with a retention level of \$1 million. Above that level the **COUNTY** has excess liability coverage.
- E. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the **COUNTY** and the **CITY**, its officers, employees, and volunteers, each party's liability hereunder shall be only to the extent of such party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes both the **COUNTY's** and the **CITY's** waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Commencement, Duration, and Renewal

- A. This Agreement shall be effective upon execution by all of the parties and shall remain in effect, unless otherwise terminated as provided in section 14, for a term of six (6) years; PROVIDED that the **COUNTY's** obligations after December 31, 2007 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.
- B. This Agreement may be renewed for additional terms of six (6) years if, at or prior to its termination date, the parties agree in writing to such renewals. Any renewal must be executed with the same formalities as this document.

9. Amendments

This Agreement may be amended at any time by written agreement of the parties.

10. Legal Requirements

Each party shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

11. 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.

12. 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.

13. Written Notices

Any written notice under this Agreement shall be sent or delivered as follows:

Any notice from the **CITY** to be sent to the **COUNTY** shall be sent or delivered to:

Traffic Operation Manager
Snohomish County
M/S 607 3000 Rockefeller Ave.
Everett, Washington 98201

Any notice from the **COUNTY** to be sent to the **CITY** shall be sent or delivered to:

Assistant City of Engineer
City of Marysville
80 Columbia Avenue
Marysville, Washington 98270

14. Termination

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 after the effective date of this Agreement and prior to

normal completion, this Agreement may be terminated by the COUNTY immediately upon notice to the CITY.

- C. Upon termination of this Agreement as provided in this section, the COUNTY shall be paid by the CITY for work performed prior to the effective date of termination. 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.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

SNOHOMISH COUNTY

By: [Signature]
Director of Transportation and
Environmental Services

DATE: 3/7/07

Approved as to form only:

[Signature]
Deputy Prosecuting Attorney

DATE: 1/22/07

CITY OF MARYSVILLE

By: [Signature]
City Manager ~~(or Mayor)~~

DATE: 2/28/07

Approved as to Form:

[Signature]
GRANT K. WEED, City Attorney

DATE: 2-20-07

EXHIBIT A

TRAFFIC SIGNAL MAINTENANCE SERVICES

Traffic Signal Maintenance Services covered by this Agreement consist of the following services for the traffic signals listed in Exhibit B of this Agreement:

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 four hours per intersection per year will be spent on this activity. This is typically a two person operation which includes an assistant to the Signal Technician for traffic control purposes.

On-Call Emergency Response - This service provides 24 hour emergency response for traffic signal and street light 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 maintenance. 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 4 of the Agreement.

Traffic Signal Engineering - This activity provides for analysis and modifications of the existing traffic signal and illumination systems for improved operation and safety. Modifications to the operation of any traffic signals shall not be done without written authorization by the City. It also provides for engineering plan review and technical support services, as well as construction inspection services, for new traffic signal and illumination systems constructed by the City.

STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this Agreement consist of the following services for those street lights that are associated with or are on the same powersource as County maintained traffic signals, except where the City has specifically requested additional services. The total number of County maintained street lights is described in Exhibit B of this Agreement:

Routine Maintenance – Yearly re-lamping activity that includes the replacement of a percentage of the total number of lamps consistent with the manufactures estimated lamp service life. For estimating purposes, it is assumed that the County will replace 50 lamps each year.

Electrical Repair – The County will provide rewiring and other electrical work done to damaged street lighting. City personnel will perform all other work associated with repairing damaged street lights.

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 4 of the Agreement.

**EXHIBIT B
CITY OF MARYSVILLE TRAFFIC SIGNAL INVENTORY**

No.	North/South Street	East/West Street
1.	STATE AVENUE	6 TH STREET
2.	STATE AVENUE	8 TH STREET
3.	STATE AVENUE	GROVE STREET
4.	STATE AVENUE	76 TH STREET
5.	STATE AVENUE	80 TH STREET
6.	STATE AVENUE	88 TH STREET
7.	STATE AVENUE	92 ND STREET
8.	STATE AVENUE	FRED MEYER
9.	STATE AVENUE	100 TH STREET
10.	STATE AVENUE	116 TH STREET
11.	STATE AVENUE (Smokey Pt)	136 TH STREET
12.	36 TH AVENUE	88 TH STREET
13.	FIRE SIGNAL (Alder Avenue)	GROVE STREET
14.	47 TH AVENUE	GROVE STREET
15.	51 ST AVENUE	GROVE STREET
16.	67 TH AVENUE	GROVE STREET
17.	CEDAR AVENUE	SR 528
18.	STATE AVENUE	SR 528
19.	47 TH AVENUE	SR 528
20.	60 TH DRIVE	SR 528
27.	67 TH AVE NE	84 TH ST NE
21.	67 TH AVENUE NE	SR 528
22.	STATE AVENUE	1 ST STREET
23.	STATE AVENUE	3 RD STREET
24.	67 TH AVENUE NE	88 TH STREET
25.	STATE AVENUE	128 TH STREET NE
26.	116 TH ST NE	36 TH DR NE

STREET LIGHTING INVENTORY

Location	Number of Street Lights
Marysville	112

EXHIBIT C

ESTIMATED TRAFFIC SIGNAL MAINTENANCE SERVICE COSTS

The County will bill on an actual time and materials basis. The chart below is an estimate of annual costs based on historical average needs and rates.

Item	Cost Per Intersection	Total Cost for 26 Intersections
Routine Maintenance	12 hours @ \$ 50/hr = \$ 600	\$ 15,600
Annual Relamp	4 hours @ \$ 67/hr = \$ 268	\$ 6,968
On-Call Emergency Maintenance	6 hours @ \$ 70/hr = \$ 420	\$ 10,920
Materials	\$ 200	\$ 5,200
Total	\$1,488	\$ 38,688

The annual costs for maintaining the City of Marysville's Twenty-Six (26) traffic signals are estimated to amount to \$38,688. 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%.

ESTIMATED STREET LIGHT MAINTENANCE SERVICE COSTS

The County will bill on an actual time and materials basis. The chart below is an estimate of annual costs based on historical average material needs and rates. The County shall be compensated for time at the hourly rates as follows.

Item	Hourly Rate	Hours	Cost (\$)
Routine Maintenance	\$50	33	\$1,650
Damage Repair	\$50	25	\$1,250
Materials (lamps and ballasts)			\$ 650
Totals			\$3,550

The annual costs for maintaining the City of Marysville's one hundred twelve (112) street lights are estimated to amount to \$3,550. 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%.