

AFTER RECORDING RETURN TO:
BARBARA SIKORSKI
SNOHOMISH COUNTY COUNCIL
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INTERLOCAL AGREEMENT
Between
SNOHOMISH COUNTY and THE CITY OF MUKILTEO
FOR TRAFFIC SIGNAL, FLASHING CROSSWALK, BEACON 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 MUKILTEO**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**" for the purpose of providing traffic signal, flashing crosswalk, beacon and street light maintenance services.

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 **COUNTY** and **CITY** ^{have} ~~previously had~~ a Signal Maintenance Interlocal Agreement that was approved on July 23, 2003 and recorded under Auditors File Number 200307312109; and

WHEREAS, the ^{current} ~~prior~~ Signal Maintenance Interlocal Agreement between the **COUNTY** and the **CITY** expired on July 31, 2008 and both parties would like to renew that Agreement; and

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

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, flashing crosswalk, beacon 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, flashing crosswalk, beacon and street light maintenance services," referred to herein as "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, and Materials as described in detail in Exhibit A, attached and incorporated by reference into this AGREEMENT.

C. The **COUNTY** Public Works Director and/or the County Engineer, acting as the administrators of this AGREEMENT, and the **CITY** Public Works Director 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.

D. 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.

E. 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.

- F. 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, Flashing Crosswalk, Beacon 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 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 during the period maintenance is being performed.
- C. The Services performed by the **COUNTY** under this AGREEMENT shall be pursued with care and diligence to appropriate **CITY** standards, making every effort to recognize pertinent schedules of the **CITY**. The **COUNTY** shall notify the **CITY** of any hardship or other inability to perform under this AGREEMENT, including postponement of requested work due to a signal or street light issue of higher priority.

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, such as signal programming, engineering studies, or plan design and review, 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 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 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 and material charges without the need for a formal amendment. 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 for the **CITY** during billing periods under this AGREEMENT. This rate may be adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment.
- 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, the **COUNTY**'s liability hereunder shall be only to the extent of the **COUNTY** 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 9, for a term of six (6) years; PROVIDED that the **COUNTY**'s obligations after December 31, 2008 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. The addition or deletion of signals to be maintained by the COUNTY is accomplished as provided in section 10 of this AGREEMENT. All other amendments shall utilize the same procedure as for the original execution of this AGREEMENT.

10. Addition or Deletion of Signals and Lighting Equipment

- A. **Exhibit B**, attached hereto and by this reference made a part of the AGREEMENT, contains the list of signal and lighting equipment locations where equipment will be maintained and operated by the COUNTY as specified under this AGREEMENT.
- B. The Equipment Addition/Deletion document, as shown in **Exhibit D** attached hereto and by this reference made a part of this AGREEMENT, shall allow signal and lighting equipment locations to be added or deleted by mutual agreement of the CITY and the COUNTY through completion of the Equipment Addition/Deletion document, PROVIDED that the COUNTY shall not provide maintenance for WSDOT signals until such time as the CITY formally agrees with WSDOT to assume responsibility for their maintenance. The Equipment Addition/Deletion document shall be signed on behalf of the COUNTY by the COUNTY Traffic Engineer, or his/her designee and on behalf of CITY, by the CITY Engineer, or his/her designee.
- C. The Equipment Addition/Deletion document shall include, at a minimum, a description of the signal(s) or other lighting equipment addition(s) or deletion(s) and location(s). The effective date of coverage or deletion shall also be defined in the Equipment Addition/Deletion document.

11. Data Collection

- A. The COUNTY and CITY agree to the mutual exchange of their historical, current and future Traffic Data as it exist and/or becomes available through their regular routine programs and/or projects.
- B. For the convenience of the COUNTY, CITY and 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 signal related information (unless otherwise agreed upon) shall be processed through a work order request, per Section 3 of this AGREEMENT. The appropriate fees will be charged to the requestor requiring the special collection effort.

12. Legal Requirements

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

13. 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.

14. 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.

15. 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
3000 Rockefeller Ave., M/S 607
Everett, Washington 98201

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

City Engineer
City of Mukilteo
1812 Main Street

P.O. Box 257
Mukilteo, Washington 98275

16. 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.


17. Recording.

This AGREEMENT shall be recorded by the COUNTY with the Snohomish County Auditor.

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


SNOHOMISH COUNTY

MARK SOINE
Deputy Executive

By: 
for County Executive


DATE: 1/29/09

Approved as to form only:


Deputy Prosecuting Attorney

DATE: 9/15/08

CITY OF MUKILTEO

By: 
City Manager (or Mayor)

DATE: 10.22.08

Approved as to form only:


City Attorney

DATE: 9/29/08

COUNCIL USE ONLY
Approved: 1-14-09
Docfile: D-26

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. Approximately one hour per month per signal will be spent on routine maintenance.

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 call-out. This does not include any additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of Nature that may result in significant equipment damage or destruction.

Materials - Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a traffic signal.

FLASHING CROSSWALK AND BEACON MAINTENANCE SERVICES

Flashing Crosswalk and Beacon Maintenance Services covered by this AGREEMENT consist of the following services for the Flashing Crosswalks and Beacons listed in Exhibit B of this agreement:

Routine Maintenance - This is a monthly activity that includes inspection of the flashing crosswalks and beacons 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. Approximately one hour per month per signal will be spent on routine maintenance.

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

Materials - Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components.

STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this AGREEMENT consist of the following services for the street lights 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.

Damage Repair - This service includes rewiring and other electrical work done to damaged street lighting. **CITY** forces will perform all other associated repair work.

Materials - The **COUNTY** will supply street lighting lamps and miscellaneous components not supplied by the **CITY**.

EXHIBIT B

**CITY OF MUKILTEO
TRAFFIC SIGNAL INVENTORY**

No.	North/South Street	East/West Street
1.	Cyrus Way	Harbour Pointe Blvd.
2.	Harbour Reach Drive	Harbour Pointe Blvd.

**CITY OF MUKILTEO
FLASHING CROSSWALK INVENTORY**

No.	Located On	Intersection
1	Harbour Pt. Blvd	Harbour Pt. Blvd /47 th PL West

**CITY OF MUKILTEO
SCHOOL ZONE FLASHING BEACON INVENTORY**

Number of School Zone Flashing Beacons
5

**CITY OF MUKILTEO
STREET LIGHTING INVENTORY**

Location	Number of Street Lights
Harbor Point Village	150
Downtown Mukilteo	15

EXHIBIT C

ESTIMATED TRAFFIC SIGNAL MAINTENANCE SERVICE COSTS

The **COUNTY** will bill on an actual time and materials basis. The **COUNTY** shall be compensated for time at the hourly rates set out below.

Item	Hours	Hourly Rate	Per Unit Cost (\$)	Units	Total Est. Cost (\$)
Routine Maintenance	12	\$50	\$ 600	2	\$1,200
Damage Repair	40	\$50	\$2,000	1	\$2,000
On-Call Emergency Maint.	6	\$70	\$ 420	2	\$ 840
Materials			\$ 200	2	\$ 400
Totals	58				\$4,040

The estimated annual costs for maintaining and operating the City of Mukilteo's two traffic signals are estimated to amount to ~~\$4,040~~ ^{\$2,840}. Costs are estimated as of the effective date of this AGREEMENT. Estimated costs are 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 15% administration charge identified in Section 4.c of this AGREEMENT.

ESTIMATED CROSSWALK & SCHOOL ZONE FLASHER SERVICE COSTS

The **COUNTY** will bill on an actual time and materials basis. The **COUNTY** shall be compensated for time at the hourly rates set out below.

Item	Hours	Hourly Rate	Per Unit Cost (\$)	Units	Total Est. Cost (\$)
Routine Maintenance	6	\$50	\$ 300	2	\$ 600
Damage Repair	20	\$50	\$1,000	1	\$1,000
On-Call Emergency Maint.	6	\$70	\$ 420	2	\$ 840
Materials			\$ 200	2	\$ 400
Totals	32				\$2,840

The estimated annual costs for maintaining and operating the City of Mukilteo's Crosswalk Flashers and School Zone Flashers are estimated to be \$4,040. Costs are estimated as of the effective date of this AGREEMENT. Estimated costs are 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 15% administration charge identified in Section 4.c of this AGREEMENT.

ESTIMATED STREET LIGHT MAINTENANCE SERVICE COSTS

The **COUNTY** will bill on an actual time and materials basis. The **COUNTY** shall be compensated for time at the hourly rates set out below.

Item	Hours	Hourly Rate	Per Unit Cost (\$)	Units	Total Est. Cost (\$)
Routine Maintenance	50	\$50	\$ 2,500	1	\$2,500
Damage Repair	40	\$50	\$2,000	1	\$2,000
Materials (lamps and ballasts)					\$1,000
Totals	96				\$5,500

The estimated annual costs for maintaining and operating the City of Mukilteo's one hundred sixty-five street lights are estimated to amount to \$5,500. Costs are estimated as of the effective date of this AGREEMENT. Estimated costs are 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 15% administration charge identified in Section 4.c of this AGREEMENT.

EXHIBIT D

**AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE
SNOHOMISH COUNTY AND CITY OF MUKILTEO**

EQUIPMENT ADDITION/DELETION FORM

In accordance with Section 10 of the **AGREEMENT**, the parties have mutually determined that the following signal and lighting equipment locations shall be included in or deleted from the list of signal and lighting equipment installations at which the **COUNTY** will be providing maintenance:

Equipment Addition

The maintenance of the signal or lighting equipment at the following location(s) shall be added:

No.	East/West Street	North/South Street
1.		
2.		
3.		
4.		

Equipment Deletion

The maintenance of the signal or lighting equipment at the following location(s) shall be discontinued:

No.	East/West Street	North/South Street
1.		
2.		
3.		
4.		

Effective Date

The effective date to ADD / DELETE the above noted Equipment is _____, 20__.

SNOHOMISH COUNTY

CITY OF MUKILTEO

By: _____
County Traffic Engineer

By: _____
City Engineer