

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

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR TRAFFIC CONTROL DEVICE AND STREET LIGHT MAINTENANCE, ENGINEERING AND CONSTRUCTION SERVICES, hereinafter referred to as the "Agreement," is made and entered into this 28th day of May, 2014, by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Snohomish, 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, a political subdivision of the State of Washington.
- 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 the City agree that it is mutually beneficial for the County and the City to work together cooperatively on traffic control device and street light maintenance and street light engineering and construction.
- E. The City desires to enter into an agreement with the County whereby the County will perform for the City, traffic control device and street light engineering, construction and maintenance services within the City's boundaries.
- F. The County is agreeable to providing these services under the terms and conditions contained in this Agreement.
- G. 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.
- H. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. By entering into this Agreement, the parties intend for the County to provide Services to the City 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.
- I. 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 ensure performance.

- 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

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

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 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 Agreement administrators for no more than two (2) additional terms of six (6) years each if, at or prior to each termination date, the Agreement administrators agree in writing to such renewals.

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.

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.

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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 three 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.

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

Street Light Maintenance Services provided by the County 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 manufactures 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.

EXHIBIT B

INVENTORY OF ELECTRICALLY POWERED TRAFFIC CONTROL DEVICES AND STREET LIGHTS

As Of The Effective Date Of This Agreement

Traffic Signal Inventory

No.	Signalized Intersection Locations
1.	Second Street & Avenue D
2.	Second Street & Avenue A
3.	Second Street & Maple
4.	Second Street & Lincoln
5.	Second Street & Pine
6.	Avenue D & First Street
7.	Avenue D & Fifth Street
8.	Avenue D & Seventh Street
9.	Avenue D & Tenth Street
10.	Avenue D & 13 th Street
11.	Bickford Avenue & Snohomish Station Development (N Signal)
12.	Bickford Avenue & Snohomish Station Development (S Signal)
13.	Bickford Avenue & 30 th Street

Pedestrian Crossing Beacons

14.	13 th Street (Aprox 1109)
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Street Lighting Inventory

No. of Lights	Light Number	Wattage	Location
1	47362	250	Across the street from 1813 Bickford Ave
2	47636	250	Across the street from 1829 Bickford Ave
3	47675	250	1800 Bld A Bickford Ave
4	47837	250	1800 Bld B Bickford Ave
5	47839	250	Across the street from 1825 Bickford Ave
6	47844	250	Across the street from 1819 Bickford Ave
7	385	200	West side of Bickford Ave at 13th St
8	18908	200	E side of Bickford on N corner of 13th St
38	All 38	Phil 22A/21	All Down Town Antique lighting – recently changed to LED

Table 3 Estimated Street Light Maintenance Services Cost

Item	Hourly Rate	Hours	Total Cost
Routine Maintenance	\$ 85	40	\$3,400
Damage Repair	\$125	5	\$ 625
General Materials (lamps and ballasts)			\$500
Reserve Contingency			\$ 500
Estimated Total			\$5,025