

**INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY AND INTERCITY TRANSIT FOR
TRANSIT SIGNAL PRIORITY**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

Whereas, Thurston Regional Planning Council awarded federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program funds that created the Smart Corridors signal upgrade and transit signal priority project collaboration; and

Whereas, Intercity Transit's system of bus service includes routes that utilize Thurston County's roadway system and signalized intersections; and

Whereas, the equipment provided by Intercity Transit under this agreement in support of the Smart Corridors project has been purchased with federal funds and is subject to Federal Transit Administration (FTA) requirements; and

Whereas, Intercity Transit and Thurston County agree to adhere to all applicable federal grant funding requirements including continuing control during the lifecycle of equipment purchased with federal funds coordinated through this Interlocal Agreement; and

Whereas, Thurston County contracts with the Cities of Lacey, Olympia and Tumwater for traffic signal maintenance services for signalized intersections owned by Thurston County under separate agreements and nothing in this agreement is intended to modify or amend the existing agreements between Thurston County and the Cities; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, Thurston County (COUNTY) and Intercity Transit (TRANSIT) agree as follows:

I. Purpose/Objectives

The purpose of this Agreement is to allow the COUNTY to operate and maintain a Transit Signal Priority system with TRANSIT to grant transit buses conditional priority at COUNTY traffic signals.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

Transit Signal Priority (TSP): Traffic signal operational concept that uses sensors to detect TRANSIT vehicles approaching intersections and alters signal timing based on pre-determined criteria to improve transit performance.

TSP Intersection: A COUNTY signalized intersection where TSP is implemented under this agreement.

TSP Component: Electronic equipment for bus priority request detection installed within the COUNTY's traffic signal systems, including discriminators, cabling, antennas and any related equipment and materials needed to operate and maintain TSP function.

TSP Routine Operation and Maintenance: Thirty (30) minute check, during annual preventative maintenance of COUNTY traffic signal systems, that TSP Components are on, connected to power supply, receiving TSP requests by radio communication signals, and sending priority requests to traffic signal controller.

TSP Non-Routine Operation and Maintenance: Any work requested by TRANSIT that the COUNTY deems not to be included in Exhibit A and is subject to the procedures outlined in Exhibit E of this agreement.

CITY or STATE TSP Intersection: A signalized intersection maintained and/or operated under separate agreement where TSP implementation work must be confirmed under separate agreement with TRANSIT.

III. Scope of Agreement/Work

Functional responsibilities of COUNTY and TRANSIT shall be as outlined in Exhibit A, *Transit Signal Priority Detailed Scope of Work/Agreement*, attached hereto and incorporated herein by reference. TSP Intersections covered by this agreement are listed in Exhibit B, *Thurston County Intersections*, attached hereto and incorporated herein by reference.

TSP Intersections may be added to this agreement following procedures in Exhibit C, *Transit Signal Priority Intersection Assignment*, or removed from this agreement following procedures in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*. Exhibits

C and D are attached hereto and incorporated herein by reference. Each assignment or assignment deletion shall be signed by the authorized official for each party, as designated in Section XIV, and shall be incorporated into and become a part of this Agreement, and shall be posted or filed with the original.

Additional functional responsibilities under this agreement may be approved by both parties. TRANSIT may request additional functional responsibilities through a request for services. Each request for services pursuant to this agreement shall be submitted in writing by the TRANSIT official identified in Section XIV and in accordance with Exhibit E, *Request for Services*, attached hereto and incorporated herein by reference. The request shall specify the particular service required, the amounts and type of labor, equipment and material required, the location of the work, the estimated cost of the work prepared according to the example format for cost estimate in Attachment A -Request for Services: Rates and Estimated Costs, when the work is to be performed and other information pertinent to the request. Upon receipt of the request, the COUNTY official identified in Section XIV shall have sole discretion to accept the request or not. If the request is accepted, it will be signed and returned to TRANSIT. Each accepted request for service shall be incorporated into and become a part of this Agreement and shall be posted or filed with the original.

IV. Payment

TRANSIT agrees to pay for all TSP Components necessary to operate and maintain TSP at the intersections listed in Exhibit B, *Thurston County Intersections*, as modified by agreement of both parties following procedures of Exhibits C, *Transit Signal Priority Intersection Assignment*, and Exhibit D, *Transit Signal Priority Signal Assignment Deletion*. TRANSIT agrees to pay for labor and equipment to provide TSP Non-Routine Operation and Maintenance, which may include COUNTY staff time, shop time, contracted support, equipment, and related incidental costs as necessary to provide estimates, review or calculate times, program, install and inspect installation or replacement of TSP Components, to be provided by TRANSIT's contractor or COUNTY staff or designee, as Outlined in Exhibit E, *Request for Services*. TRANSIT requests for TSP support services will include a request to the COUNTY for the estimated cost to provide the service formatted as shown in Attachment A to Exhibit E, prior to TRANSIT authorizing COUNTY to perform TSP support services. TRANSIT shall reimburse the COUNTY for actual direct and related indirect costs, based on the current labor and equipment rates effective at the time of service, provided those costs are outlined in writing accompanying each service request prior to such work being performed. Upon request of the COUNTY, TRANSIT shall make payments to cover costs incurred. These payments are not to be more frequent than one per month. TRANSIT shall not pay the COUNTY for any work in advance of performance. Amount payable for work to be performed under this Agreement shall follow procedures described in Exhibit E and **shall not exceed \$25,000 per calendar year**. Should the estimated cost to provide any proposed support service exceed \$25,000,

said service is subject to separate review and approvals by TRANSIT and COUNTY in accordance with agency policies and procedures.

V. Federal Grant Requirements and Ownership

TRANSIT will retain ownership of the TSP Components that they purchased with federal grant funds. COUNTY will provide TRANSIT with inventory and location of the equipment provided by TRANSIT to the COUNTY under this agreement. Future amendments to this agreement that include transfer of ownership of TSP Components purchased by TRANSIT are subject to all FTA requirements, which would include ownership, access to, continuing use, control, and disposal of TSP Components in compliance with all federal regulations during the lifecycle of the equipment as defined by the Federal Transit Administration (FTA).

VI. Method of Payment

A. COUNTY will invoice TRANSIT on an as needed basis.

B. Upon completion of the work set forth in the invoice, payment will be made by TRANSIT within thirty (30) days of receipt of an invoice from the COUNTY.

VII. Indemnification & Hold Harmless

A. TRANSIT agrees to defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with TRANSIT's performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of the COUNTY.

B. The COUNTY agrees to defend, indemnify and hold TRANSIT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the COUNTY's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of TRANSIT.

VIII. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

IX. Duration of Agreement

This Agreement shall become effective on the last date of execution and shall remain in effect for five (5) years unless terminated sooner as provided for herein. At the end of the five-year term, this Agreement may be renewed under those terms and conditions mutually agreed to by

the parties herein. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

X. Termination of Agreement

This Agreement may be terminated upon one hundred eighty (180) days' notice to the other party using the method of notice provided for in this Agreement (see Section XIV).

XI. Entire Agreement

This Agreement, including the exhibits and any additions as provided for in Section III herein, sets forth all terms and conditions agreed upon by the COUNTY and TRANSIT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. Employment relationship

Employees of each agency shall remain at all times under the direction and control of their employing agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XIV. Notice and Delegated Authority

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

Mailing Address	THURSTON COUNTY Attn: Public Works Director, Re: TSP Agreement with INTERCITY TRANSIT 9605 Tilley Rd S, Ste. C Olympia, WA 98512	INTERCITY TRANSIT Attn: Development Director Re: TSP Agreement with THURSTON COUNTY P.O. Box 659 Olympia, WA 98507-0659
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Telephone Number	(360) 867-2300	(360) 705-5885
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Each party hereby delegates authority to those staff members who hold the positions designated in this section to authorize amendments to this agreement and its exhibits only as specifically set forth here to: update list of Thurston County Intersections (Exhibit B); add TSP Intersections (Exhibit C); remove TSP Intersections (Exhibit D); create and approve requests for services (Exhibit E); and amend labor and equipment rates (Attachment A). Each amendment shall be in written form, signed by the authorized party for each entity, dated, shall be incorporated into and become a part of this Agreement, and shall be posted or filed with the original in compliance with RCW 39.34.040 prior to taking effect. In the event such representatives are changed, the party making the change shall notify the other party.

XV. Changes, Modifications, and Amendments

Except for those modifications which are specifically authorized in this Agreement to update list of Thurston County Intersections (Exhibit B), add TSP Intersections (Exhibit C), Remove TSP Intersections (Exhibit D), create and approve requests for services (Exhibit E), and amend labor and equipment rates (Attachment A), this Agreement may be changed, modified, amended or waived only by written agreement executed by each party's authorized governing authority as provided in chapter 39.34 RCW.

XVI. Records

Each party shall maintain its own public records, and, as to such record shall be solely responsible for responding to records requests received about the subject matter of this Interlocal Agreement to the extent that the records in its possession are responsive to the request. Any public records request addressed to the group as if this Interlocal Agreement created a separate legal entity, shall be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XVII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree the venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVIII. Effective Date

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

XIX. Insurance

Each party shall maintain Commercial General Liability or equivalent for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. From time to time as this agreement is continued, the insurance limits shall be reviewed and adjusted as mutually agreed by the COUNTY and TRANSIT. The Director of Public Works and the Development Director are authorized to approve these changes on behalf of COUNTY and TRANSIT, respectively. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party upon request.

Each party shall maintain Automobile Liability insurance subject to limits of not less than \$1,000,000 per accident. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party upon request.

Each party shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of Coverage to each party's Risk Manager or Risk Management Division upon request.

Each party shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to the other party upon request.

XX. Force Majeure

Neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

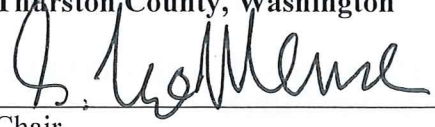
XXI. Waiver

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.

XXII. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

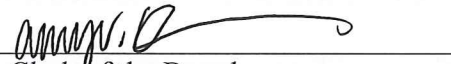

Chair


Vice-Chair

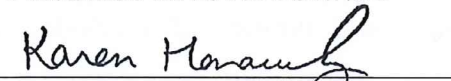

Commissioner

Date: October 19, 2021

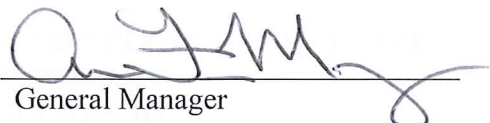
ATTEST:


Clerk of the Board
Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY


Deputy Prosecuting Attorney

INTERCITY TRANSIT


General Manager

Date: November 6, 2021

Approved as to form:


Intercity Transit Attorney

Exhibit A -Transit Signal Priority Detailed Scope of Work/Agreement

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY DETAILED SCOPE OF WORK/AGREEMENT

1. Responsibilities of the COUNTY shall be as follows:

- a. Cooperate with TRANSIT in the implementation and ongoing operation, maintenance, and monitoring of Transit Signal Priority (TSP) technology.
- b. Provide on-going TSP Routine Operation and Maintenance for TSP Components at each TSP Intersection identified in Exhibit B, *Thurston County Intersections*, or added under this agreement through the procedures shown in Exhibit C, *Transit Signal Priority Intersection Assignment*, unless the TSP Intersection is removed from this agreement following procedures shown in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*. The COUNTY may provide additional TSP operation, maintenance, design, monitoring and inspection of installation work, and installation services if agreed with INTERCITY TRANSIT, following procedures shown in Exhibit E, *Request for Services*.
- c. Provide readily available data from traffic signal controllers at TSP Intersections to TRANSIT.
- d. Make reasonable accommodations to implement effective TSP timing and configuration parameters that balance the transit and traffic operational objectives of the Parties.
- e. Approve design of the TSP system (including but not limited to component selection and specifications, interface with other traffic signal components, communications, and power supply).
- f. Approve TSP system timing parameters, settings, and timings of roadside TSP equipment.
- g. Monitor and report TSP performance as required for ongoing maintenance or troubleshooting purposes.
- h. Host TSP components within an existing secure, weatherproof traffic signal cabinet at each intersection and support integration of TSP Components with traffic control equipment, housings, cabling, and power supply.
- i. Approve changes or modifications to the TSP design, Components, or configuration before allowing any specific TSP design, configuration, or equipment modifications.
- j. Maintain maximum practical availability and operation of the TSP system as part of normal traffic signal controller operations, and ideally notify TRANSIT of TSP system outages anticipated to last more than twenty-four (24) hours. Notify TRANSIT of proposed modifications to traffic signal timing parameters, settings, configurations, or components that impact the TSP system prior to implementation.
- k. Maintain jurisdiction and responsibility for access to traffic signal control cabinets;

TRANSIT shall not be permitted independent access to traffic signal control cabinets for any purpose. All work or modifications to traffic controller cabinets and equipment shall be under the jurisdiction and responsibility of the COUNTY's Traffic Engineer or designee, in cooperation with TRANSIT.

- l. Make reasonable accommodations to schedule, coordinate, monitor and perform TSP installation and maintenance work so as to minimize adverse impacts on either party, traffic operations or safety, the public welfare and convenience, or concurrent work impacting the intersections.
- m. Approve TSP Component installation, operation, and maintenance to ensure safe and reliable operation of the existing traffic signal systems, and the existing emergency vehicle pre-emption systems installed at the COUNTY's traffic signals.
- n. Disable or disconnect TSP Components and provide prompt notice to TRANSIT, should a condition be discovered that is detrimental to the safe and reliable operation of the existing traffic signal systems or existing emergency vehicle pre-emption systems.
- o. Provide prompt notification to TRANSIT in the event of any known condition, outage, or failure that may compromise the effective operation of the TSP system. Notice should be provided within twenty-four (24) hours of discovery of the condition, or not later than 5:00 pm on the next business day.
- p. Provide technical representatives with responsibility for day-to-day coordination and technical oversight necessary to implement this Agreement and to design, implement, operate, and maintain the TSP system while this Agreement is in effect.

2. Responsibilities of TRANSIT shall be as follows:

- a. Cooperate with the COUNTY in the implementation and ongoing operation, maintenance, and monitoring of TSP technology.
- b. Provide TSP Components at TSP Intersections identified in Exhibit B, *Thurston County Intersections*, or added under this agreement through the procedures shown in Exhibit C, *Transit Signal Priority Intersection Assignment*, unless the TSP Intersection is removed from this agreement following procedures shown in Exhibit D, *Transit Signal Priority Intersection Assignment Deletion*. INTERCITY TRANSIT may request TSP design and installation services from the COUNTY following procedures shown in Exhibit E, *Request for Services*.
- c. Make reasonable accommodations to implement effective TSP timing and configuration parameters that balance the transit and traffic operational objectives of the Parties.
- d. Provide funding and personnel for design of the TSP system (including but not limited to component selection and specifications, interface with other traffic signal components, communications, and power supply).
- e. Monitor and report TSP performance as required for ongoing performance monitoring, maintenance, or troubleshooting purposes.

- f. Retain ownership of TRANSIT TSP Components at the intersections where TSP is implemented, supply necessary equipment and materials to operate and maintain the system, and pay for costs of acquisition, installation, maintenance, warranty coverage, and replacement of TSP components.
- g. If TSP Components cannot be installed in an existing COUNTY signal cabinet then TRANSIT will bear the cost to provide and install a new or additional cabinet at the intersection.
- h. Seek approval from the COUNTY for any proposed changes or modifications to the TSP design, components, or configuration prior to implementation.
- i. Arrange for all work or modifications to traffic controller cabinets and equipment to be done under the jurisdiction and responsibility of the COUNTY's Traffic Engineer or designee, in cooperation with TRANSIT; TRANSIT shall not be permitted independent access to traffic signal control cabinets for any purpose.
- j. Make reasonable accommodations to schedule, coordinate, and perform TSP installation and maintenance work so as to minimize adverse impacts on either party, traffic operations or safety, the public welfare and convenience, or concurrent work impacting the intersections.
- k. Compensate the COUNTY for work performed by the COUNTY's personnel or representatives for training, design, installation, testing, configuration, and monitoring, beyond Routine Operation or Maintenance of the TSP system, if agreed with INTERCITY TRANSIT following procedures shown in Exhibit E, *Request for Services*. The estimated level of effort shall be approved by the Parties prior to performance of the work. Compensation for labor, materials, and equipment shall be at prevailing rates agreed by the Parties, subject to annual escalation. Labor and equipment rates will be actual rates at time of Request for Services.
- l. Collaborate with the COUNTY to design a mutually agreeable TSP system that ensures safe and reliable operation of the traffic signal systems and accommodates the existing emergency vehicle pre-emption systems installed at the COUNTY's traffic signals.
- m. Provide prompt notification to the COUNTY in the event of any known condition, outage, or failure that may compromise the effective operation of the TSP system. Notice should be provided within twenty-four (24) hours of discovery of the condition, or not later than 5:00 pm on the next business day.
- n. Provide technical representatives with responsibility for day-to-day coordination and technical oversight necessary to implement this Agreement and to design, implement, operate, and maintain the TSP system while this Agreement is in effect.
- o. Provide the COUNTY with equipment needed to send test TSP request to TSP Components at TSP Intersections.

Exhibit B –Thurston County Intersections

Smart Corridor/TSP Study Intersections

Assignment Number	Location
	Martin Way and Carpenter Rd.
	Martin Way and Kinwood Dr.
	Martin Way and Ranger Dr
	Martin Way and Kingham Dr
	Other County intersections as determined from Smart Corridors/TSP

Transit Signal Priority (TSP) Intersections

Assignment Number	Location
	List will be added later, under the ILA

COUNTY will maintain a record of TSP Component(s) installed at each intersection including serial numbers.

COUNTY will provide notice to TRANSIT of any TSP equipment changes required to keep tracking current as required to meet FTA requirements.

Exhibit C -Transit Signal Priority Intersection Assignment
[Use to add TSP Intersections to Interlocal Agreement]

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND
INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY
INTERSECTION ASSIGNMENT NO.

This Transit Signal Priority Intersection Assignment, made and entered into this _____ day of _____, 20____, is by and between Thurston County (**COUNTY**) and Intercity Transit (**TRANSIT**).

WHEREAS, INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, dated _____, 20____, is incorporated and by this reference, made a part of this Transit Signal Priority (TSP) Intersection Assignment as if fully set forth within.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Transit Signal Priority Intersection Assignment includes the maintenance of TSP Components which will be installed at intersection of __ and __ (enter street names) and managed for the mutual benefit of traffic using both the COUNTY and TRANSIT facilities.
2. The COUNTY will maintain and operate such TSP Components described above in accordance with INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY.
3. The effective date to start this Transit Signal Priority Intersection Assignment work by the COUNTY is _____ 20____.
4. Payment and requests for work beyond normal maintenance and operation of the TSP Components for this Transit Signal Priority Intersection Assignment must be submitted to the COUNTY as described in the INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, including Exhibit E, Request for Services.
5. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY)

IN WITNESS WHEREOF, the parties hereto have executed this Transit Signal Priority Intersection Assignment as of the day and year first above written.

Intercity Transit

Thurston County

By: _____
Development Director

By: _____
Public Works Director

Interlocal Agreement between Thurston County and Intercity Transit for Transit Signal Priority
TC PW # 034-2021-048

Exhibit D - Transit Signal Priority Intersection Assignment Deletion
[Use to remove TSP Intersections from Interlocal Agreement]

INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY
TRANSIT FOR TRANSIT SIGNAL PRIORITY
INTERSECTION ASSIGNMENT DELETION NO.

This Transit Signal Priority Intersection Assignment Deletion, made and entered into this ____ day of _____, 20__ , is by and between Thurston County (**COUNTY**) and Intercity Transit (**TRANSIT**).

WHEREAS, INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY, dated _____, 20__, is incorporated and by this reference, made a part of this Transit Signal Priority (TSP) Intersection Assignment Deletion as if fully set forth within.

NOW THEREFORE, it is mutually agreed as follows:

1. The work under Transit Signal Priority Intersection Assignment Deletion No. ____ which includes maintenance of TSP Components at intersection of _____ and _____ (enter street names) and managed for the mutual benefit of traffic using both the COUNTY and INTERCITY TRANSIT facilities is hereby terminated as per this Intersection Assignment Deletion, and the unused TSP Components will be removed from the traffic signal cabinet and returned to INTERCITY TRANSIT.
2. The COUNTY will no longer maintain such TSP Components described above in accordance with INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY.
3. The effective date to start this Transit Signal Priority Intersection Assignment Deletion is _____, 20__ .
4. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND INTERCITY TRANSIT FOR TRANSIT SIGNAL PRIORITY)

IN WITNESS WHEREOF, the parties hereto have executed this Transit Signal Priority Intersection Assignment Deletion as of the day and year first above written.

Intercity Transit

Thurston County

By: _____
Development Director

By: _____
Public Works Director

Exhibit E - Request for Services

[Use to request TSP Non-Routine Operation and Maintenance services, accompanied by cost estimate prepared according to the example format for cost estimate in Attachment A -Request for Services: Rates and Estimated Costs]

Authority

Interlocal Agreement for Transit Signal Priority between Thurston County (COUNTY) and Intercity Transit (TRANSIT) executed _____ 20 ____

Scope of Services

[TRANSIT and COUNTY staff shall discuss and provide here a description, schedule, and cost of TSP Non-Routine Operation and Maintenance services requested of COUNTY staff]

Duration

The Request for Services shall remain in effect for the duration of the Interlocal Agreement for Transit Signal Priority between the COUNTY and TRANSIT.

Responsibility of TRANSIT

TRANSIT shall reimburse the COUNTY costs for approved provision, installation, monitoring and inspection of installation work, maintenance, and operation of transit signal priority components, including actual direct and related indirect costs for labor, materials, equipment, and contract costs if applicable.

Responsibility of the COUNTY

The COUNTY shall monitor and inspect or perform approved installation, maintenance, and operation work on transit signal priority components as requested by TRANSIT under this working agreement, and provide invoice(s) for such work to TRANSIT, when the COUNTY has adequate manpower to accomplish the work. Prior to commencing any work, the COUNTY shall obtain written approval from TRANSIT.

[COUNTY labor and equipment rates will reflect actual rates in effect at the time the request for services is made. Cost for services will be estimated in a manner similar to the example in Attachment A, and agreed upon by the COUNTY and TRANSIT, prior to the COUNTY performing any work.]

Payment

TRANSIT agrees to pay the COUNTY for approved Transit Signal Priority component work within 30 days of receipt of the COUNTY's invoice.

Emergency Contact

COUNTY Public Works, Monday-Friday, 8:00 AM to 5:00 PM (360) 867-2300

Administration

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement, authorizing work, and coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

The COUNTY' s contract administration representative shall be Public Works Director, 9605 Tilley Rd S, Ste. C, Olympia, WA 98512, (360) 867-2300.

INTERCITY TRANSIT' s contract administration representative shall be Development Director, P.O. Box 659, Olympia WA 98507-0659, (360) 705-5885.

Wherever written notice is required under this service request, such notice shall be provided to the representatives designated above.

This Request for Services is made a part of the Interlocal Agreement for Transit Signal Priority between the COUNTY and TRANSIT and is hereby accepted by the following individuals who represent they have the authority to execute this document.

INTERCITY TRANSIT

THURSTON COUNTY

Development Director

Public Works Director

Date

Date

Attachment A -Request for Services: Rates and Estimated Costs

[Example format for cost estimate to attach to Exhibit E Request for Services, showing labor and equipment quantities and rates required to provide the requested TSP Non- Routine Operation and Maintenance services]

Thurston County Non-Routine TSP Operations and Maintenance Rates and Estimated Costs

Item	Unit	Quantity	Rate	Total
Labor-Traffic Signal Technician (JL)	Hour	x	\$XX.XX	\$XX.XX
Labor – Traffic Signal Technician (ST)	Hour	x	\$XX.XX	\$XX.XX
Equipment -Traffic Signal Maintenance Truck	Hour	x	\$XX.XX	\$XX.XX
Indirect Costs				
Total Estimated Cost for Requested Services			\$XX.XX	\$XX.XX

Disclaimer: This agreement does not override the current signal maintenance agreement between Thurston County and the City of Lacey.