

TRAFFIC SIGNAL INTERLOCAL AGREEMENT

This **AGREEMENT** entered into in duplicate originals this 9 day of January, 2001, is between Thurston County, a municipal corporation, hereinafter "COUNTY" and the City of Lacey, a municipal corporation, PO Box 3400, Lacey, Washington 98509-3400, hereinafter "CITY".

WHEREAS, the COUNTY owns traffic signal systems at the intersections shown on the Exhibits "A," and "B;" and

WHEREAS, the traffic signals identified in the Exhibits "A," and "B," are within the confines of the CITY's Urban Growth Area (UGA); and

WHEREAS, there is a desire on the part of the CITY and the COUNTY that the CITY maintain such traffic signal systems; and

WHEREAS, there is a possibility of future additional traffic signal systems that are owned by the COUNTY, and located within the CITY's UGA, which may be added to this Agreement;

NOW THEREFORE, it is mutually agreed as follows:

I

MAINTENANCE AND OPERATION

A. The COUNTY agrees to provide the CITY with design review of any proposed new or modified traffic signal system located within the CITY's UGA. Also, the COUNTY agrees to design new signalized intersections within the CITY's UGA incorporating CITY standards. The CITY shall provide timely written comments back to the COUNTY pertaining to the design. The COUNTY shall incorporate all reasonable CITY comments. The CITY shall upon review of the final design provide written acceptance of the design. After construction the CITY shall provide final written acceptance approval of the construction in conformance with approved plans and specifications or any mutually agreed upon construction change orders.

B. The CITY agrees to accept maintenance and operation of the COUNTY owned signal systems described in Exhibits "A" and "B," attached hereto and made a part herein, subsequent to a joint field inspection by both parties. The CITY agrees to maintain said signal systems in accordance with the terms of this AGREEMENT and the CITY OF LACEY'S "RESPONSE MANUAL", Traffic Signal and Street Light Section. The Traffic Signal Agreement (Exhibit "A") and Traffic Signal Beacon Agreement (Exhibit "B") shall be signed on behalf of the COUNTY by the County Engineer, or designee. The CITY Director of Public Works shall review the Traffic Signal and Traffic Signal Beacon Agreements and indicate concurrence by signing and returning one copy of the document with original signature to the COUNTY.

C. Routine Maintenance

Maintenance and operation of each signal system identified in Exhibits "A" and "B" shall also specifically include the following items, at a cost identified in Exhibits "C" and "D," attached hereto and made a part herein:

1. Day to day operation, including coordination, timing, adjustments, removal and replacements of failed units inside the control cabinet.
2. Replacing signal lamps that burn out.
3. Annual signal head cleaning and relamping.
4. Maintaining accurate maintenance records, including the time and materials used in completing the various tasks for each signal location.
5. Each year an annual signal condition report will be provided by the CITY to the COUNTY. If major upgrades or non-routine maintenance is recommended, the CITY will provide the COUNTY reasonable time to budget upgrades and/or non-routine maintenance through the budget process. The annual report shall be submitted by June 1 of each year in accordance with the format provided in Exhibit E, attached hereto and made a part herein.

D. Non-Routine Maintenance

The CITY will perform the following work and any additional non-routine maintenance work as requested by the COUNTY when the CITY has adequate manpower to accomplish the work. Prior to any non-routine maintenance work being commenced by the CITY or the CITY's contractors, the CITY shall obtain written approval from the COUNTY for the anticipated work. Reimbursement to the CITY by the COUNTY will be in addition to those amounts identified on Exhibits "C" and "D." The amount of reimbursement will be the actual labor and materials expended by the CITY plus 103% overhead. The CITY will bill separately for all work not covered by Exhibits "C" and "D." The COUNTY agrees to pay such bills within 30 days of receipt. In the event that the CITY does not have available resources to perform the work, the CITY will contract for the work. The COUNTY agrees to reimburse the CITY the amount of such contracts plus 12% contract administration.

1. Repair and/or replacement of signal standards, mast arms, control cabinets and contents, signals and other related devices.
2. Replacement of signal equipment due to aging or maintain compatibility with new equipment.
3. Painting.
4. Repair of failed cabinet.
5. Repair of failed loops.
6. Maintenance of COUNTY owned intersection illumination.

E. In the event of an emergency including, but not limited to, storm or other nature-related damage, third party damage, unknown third party damage, disasters, or other reasons, the CITY may remove any obvious and immediate traffic hazards before notification by the COUNTY. The CITY will notify the COUNTY of action taken as soon as practical. However, the CITY reserves the right to assess and repair damage prior to notification. Cost reimbursement for these events is the same as defined in Paragraph D above.

The CITY will provide the COUNTY with all information it possesses pertaining to any third party damage to the COUNTY's signal systems. The COUNTY is solely responsible for collection of claims arising from third party damage.

F. The CITY and COUNTY will cooperate in the development of signal phasing, timing plans and other signal revisions affecting phasing and timing. The COUNTY will provide traffic counts and studies which are requested by the CITY for the purpose of developing of phasing and timing plans for signals.

G. The COUNTY will make a specific request for Non-Routine repairs and/or replacements to be done by the CITY. The CITY shall perform the work or contract the work with reasonable dispatch, consistent with the need, and will furnish materials, equipment and tools and shall employ and pay all labor necessary in accordance with requests made by the COUNTY. Cost reimbursement for these requests is the same as defined in Paragraph D above.

II MODIFICATION OF AGREEMENT

This AGREEMENT may be modified to include, but not limited to, additional traffic signal systems which the COUNTY owns within the CITY's UGA. Any modifications to this AGREEMENT shall be in writing, signed by both parties, and attached to this AGREEMENT.

III DELETIONS FROM AGREEMENT

Either party may delete a specific traffic signal (entire intersection) or traffic signal beacon from this AGREEMENT by providing 60 days written notice to the other party.

IV COST

A. The CITY shall be reimbursed by the COUNTY for each signal system associated with this AGREEMENT by payment of an annual fixed fee as indicated in EXHIBITS "C and D."

B. The fixed fee will be updated May 1 of each year to reflect rate and overhead adjustments in an amount equal to the increase in the Engineering News Record Construction Cost Index over a date one year earlier. The effective date of the fee adjustment shall be January of the year following the adjustment.

V PAYMENT

A. The COUNTY shall be responsible for payment of operational power costs associated with COUNTY signals and associated equipment.

B. The COUNTY, in consideration of the faithful performance by the CITY of the work identified in Section I, agrees to pay the CITY in accordance with Sections I and IV herein and Exhibits "C" and "D." Said fee shall be payable January of each year for that calendar year. Signals added to this AGREEMENT shall be prorated

based on the actual number of months of operation for that year. The records and accounts pertaining to said work and accounting therefore are to be kept available for inspection and audit by the COUNTY and copies of all records, accounts, documents, and other data pertaining to the project will be furnished to the COUNTY upon request.

VI TERM OF AGREEMENT

The term of this AGREEMENT shall be for up to one year, beginning on the day first entered above, and ending at 12:01 A.M. on January 1 of the next year, provided that this AGREEMENT shall be annually automatically renewed unless either party terminates this AGREEMENT for any reason with written notice to the other party of at least sixty (60) calendar days. Termination of this AGREEMENT shall constitute termination of all Traffic Signal and Traffic Signal Beacon Agreements as well.

VII NOTIFICATION

A. CITY:

All payments, routine correspondence, changes and/or modifications including routine and non-routine maintenance requests to this AGREEMENT shall be addressed to: Director of Public Works, City of Lacey, PO Box 3400, Lacey, Washington 98509-3400.

Emergency Requests shall be phoned to:

Normal working hours: Monday-Friday 0730 AM to 4:30 PM 360-491-5644

After hours: CAPCOM/City Standby Staff 360-704-2740

B. COUNTY

All routine correspondence, changes and/or modifications to this AGREEMENT shall be addressed to: County Engineer, Thurston County Department of Roads and Transportation Services, 2404-A Heritage Court SW, Olympia, Washington 98502-6031

Emergency Requests shall be phoned to:

Normal working hours: Monday-Friday 7:30 AM to 4:30 PM 360-786-5495

After hours: CAPCOM/Thurston County Road Maintenance Standby Staff 360-704-2740

VIII LEGAL RELATIONS

No liability shall attach to the COUNTY or the CITY by reason of entering into this AGREEMENT except as expressly provided herein. It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No separate legal entity is created by this AGREEMENT.

The COUNTY and the CITY shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions, including reasonable attorneys fees, arising out of, resulting from or in any way

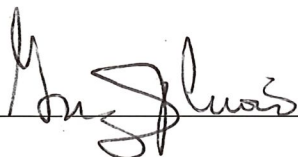
connected with the services to be performed under this AGREEMENT by that party's employees, agents, and/or contractors or subcontractors.

In case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from the other party in proportion to the percentage attributable to the other party.

Notwithstanding anything in this section to the contrary, the COUNTY additionally agrees to indemnify and hold the CITY harmless for any claims for lack of response by the CITY if the CITY has no qualified signal technicians available for call out and has notified the COUNTY of this fact eight (8) hours prior to the call out in question.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

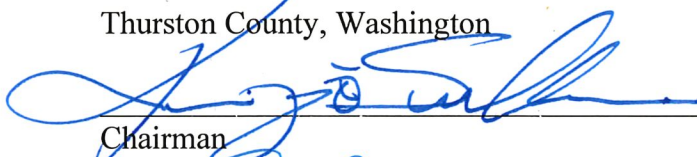
CITY OF LACEY

By: 

CITY MANAGER

Title
PO. BOX 3400
LACEY, WA 98509-3400
Address


BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington


Chairman



Commissioner


Commissioner

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:
EDWARD G. HOLM
PROSECUTING ATTORNEY


By: 
Deputy Prosecuting Attorney

EXHIBIT "A"
TRAFFIC SIGNAL AGREEMENT

This Traffic Signal Agreement, entered into in duplicate originals this 9 day of January, 2001, is between **THURSTON COUNTY**, hereinafter "COUNTY" and the **CITY OF LACEY**, 420 College St. S.E., Lacey, Washington, 98503, hereinafter "CITY".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the COUNTY and the CITY on JANUARY 9, 2001, is incorporated and by this reference made a part of this Traffic Signal Agreement as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Traffic Signal Agreement includes the maintenance of signals which have been constructed at:
 - a) The intersection of Pacific Ave and Union Mills/Steilacoom Rd.
 - b) The intersection of Martin Way and Hensley/Ranger St.
 - c) The intersection of Martin Way and Meridian/Duterrow Rd.
 - d) The intersection of Martin Way and Kenwood Rd.
 - e) The intersection of Martin Way and Carpenter Rd.
2. The CITY will maintain and operate such COUNTY signals described above in accordance with the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
3. The CITY will maintain and operate the interconnect(s) above at no cost to the COUNTY.
4. The effective date to start this Traffic Signal Agreement work by the CITY is FEBRUARY 1, 2001.
5. Payment for this Traffic Signal Agreement shall be as set forth in the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this Traffic Signal Agreement as of the day and year first above written.

CITY OF LACEY

By: [Signature]
Director of Public Works

THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT

By: [Signature]
County Engineer

EXHIBIT "B"
TRAFFIC SIGNAL BEACON AGREEMENT

The Traffic Signal Beacon Agreement, entered into in duplicate originals this 9 day of JANUARY, 2001, is between **THURSTON COUNTY**, hereinafter "COUNTY", and the **CITY OF LACEY**, 420 College St. S.E., Lacey, Washington, 98503, hereinafter "CITY".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the COUNTY and the CITY on JANUARY 9, 2001, is incorporated and by this reference made a part of this Traffic Signal Beacon Agreement as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Traffic Signal Beacon Agreement includes the maintenance of a signal beacon which has been constructed at:

a) The intersection of Steilacoom Rd. and Duterrow Rd.

2. The CITY will maintain and operate such COUNTY signal described above in accordance with the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.

3. The effective date to start this Traffic Signal Beacon Agreement work by the CITY is FEBRUARY 1, 2001.

4. Payment for this Traffic Signal Beacon Agreement shall be as set forth in the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this Traffic Signal Beacon Agreement as of the day and year first above written.

CITY OF LACEY

THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT

By: 
Director of Public Works

By: 
County Engineer

EXHIBIT "C"
TRAFFIC SIGNAL
BASIS FOR ANNUAL FIXED FEE PER SIGNAL

Maintenance Activities	Occurrence Per Year	Labor Hours	Labor Cost at \$50.00 per/hr
Observations (hardware review)	5	5	\$250.00
Preventive Maintenance	2	1.5	\$150.00
Relamping	1	4	\$200.00
Trouble Calls*	6	6	\$300.00
Review Timing/Coordination	6	3	\$150.00
Subtotal Hours and Cost		22	\$1050.00

* Material costs for trouble calls will be reimbursed in accordance with Section I.E of this agreement.

TOTAL COST TO COUNTY PER SIGNAL			\$1050.00
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EXHIBIT "D"
TRAFFIC BEACON
BASIS FOR ANNUAL FIXED FEE PER BEACON

Maintenance Activities	Occurrence Per Year	Labor Hours	Labor Cost at \$50.00 per/hr
Observations (hardware review)	5	2.5	\$125.00
Preventive Maintenance	2	2	\$100.00
Relamping	1	2	\$100.00
Trouble Calls*	3	3	\$150.00
Subtotal Hours and Cost		22	\$475.00

* Material costs for trouble calls will be reimbursed in accordance with Section I.E of this agreement.

TOTAL COST TO COUNTY PER SIGNAL BEACON			\$475.00
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EXHIBIT "E"

ANNUAL REPORT

RECOMMENDED MAJOR UPGRADES OR MAINTENANCE

Date: _____

To: Thurston County Department of Roads and Transportation Services
 Attn: County Engineer
 2404-A Heritage Court SW
 Olympia, WA 98502-6031

From: City of Lacey Department of Public Works
 Attn: Operations Manager
 P.O. 3400
 Lacey, WA 98509-3400

Subject: Annual Traffic Signal Report for Budget Year _____

Project: _____

Basis for Recommendation: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____		\$ _____
_____	_____	X	_____		\$ _____
_____	_____	X	_____		\$ _____
_____	_____	X	_____		\$ _____
_____	_____	X	_____		\$ _____
Total DSC				=	\$ _____

Overhead (OH)
 DSC x 103% (OH Rate) = \$ _____

Materials
 Itemized = \$ _____

Equipment
 Itemized = \$ _____

Grand Total = \$ _____

Prepared By: _____

Date: _____