

TRAFFIC SIGNAL INTERLOCAL AGREEMENT

This **AGREEMENT** made and entered into this 6 day of September, 19 94, is by and between **Thurston County**, Roads and Transportation Services Department, hereinafter designated as the "**COUNTY**" and the **City of Olympia**, a municipal corporation P.O.Box 1967, Olympia, Washington 98507-1967, hereinafter called the "**CITY**."

WHEREAS, the **COUNTY** owns traffic signal systems at the intersections shown on **Exhibit "A"**, attached hereto, and by this reference made a part of this **AGREEMENT**, and

WHEREAS, the traffic signals identified in **Exhibit "A"** are within the confines of the **CITY**'s proposed annexation limits, and

WHEREAS, there is a desire on the part of the **CITY** and the **COUNTY** to clearly define the responsibility of each party toward the operation and maintenance of the subject traffic signals, and

WHEREAS, it would be to the mutual benefit of the parties to this **AGREEMENT** to establish, in writing, each party's responsibility toward the operation and maintenance of the subject traffic signals, and

WHEREAS, it is acceptable to the **COUNTY** for the **CITY** to perform the operation and maintenance functions of the subject **COUNTY** owned signal systems, and

WHEREAS, there is a possibility of future occurrences of similar situations, i.e., traffic signal systems that are owned by the **COUNTY**, and located within the **CITY**'s proposed annexation limits,

NOW THEREFORE, it is mutually agreed as follows:

I GENERAL

The **CITY** agrees to accept maintenance and operation of the **COUNTY** owned signal systems to the described in **Exhibit "A"**, subsequent to a joint field inspection by both parties. The **CITY** agrees to maintain said signal systems in accordance with the CITY OF OLYMPIA'S "PROCEDURES MANUAL", Traffic Signal and Light Section.

Maintenance and operation of each signal shall also specifically include the following items, at a cost identified in **Exhibit "D"**:

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, as to the time and materials used in completing the various tasks for each signal location.

The **CITY** will perform the following work when the **CITY** has adequate manpower to accomplish the work. When the **CITY** notifies the **COUNTY** that the **CITY** does not have adequate manpower to accomplish the work, the **COUNTY** will perform the work, or hire a contractor to perform the work. This work will be done at **COUNTY** expense as initiated by **Exhibit "C"**:

1. Repair and/or Replacement of mast poles, mast arms, control cabinets and contents, signals and other related devices.
2. Replacement of deteriorated signal equipment due to aging.
3. Painting (**CITY** to notify **COUNTY** of need).

In the event an emergency condition exists resulting from storm damage, third party damage, unknown third party damage, or other reasons, the **CITY** may of their own volition, remove any obvious and immediate traffic hazards due to storm, third party damage, unknown third party damage or other reasons before notification by the **COUNTY**. The **CITY** will then notify the **COUNTY** of action taken.

The **CITY** will provide the **COUNTY** with all information it possesses pertaining to any third party damage to the County's signals.

The **CITY** response to a notice of defective condition that requires immediate action in the traffic control signal system (a black signal), a left turn burn out, a red light burn out, dangerous signal operation, etc.) shall be such that the signal is operating and fully functional before the next peak hour following the occurrence of the defective condition.

The **CITY** will perform the following activities when manpower is available. When manpower is not available, the **CITY** will notify the **COUNTY**, and the **COUNTY** will perform the work, or hire a contractor to perform the work. This work will be done at **COUNTY** expense as initiated by **Exhibit "C"**:

1. Repair of failed cabinet units the **CITY** has removed and replaced, which will be returned to the **CITY** if needed for reinstallation.
2. Repair of failed loops.
3. Maintenance of **COUNTY** owned intersection illumination.

Original signal phasing and timing plans and all revisions thereto shall be reviewed and approved by the **COUNTY**'s Traffic Engineer before the plan and/or any revisions are implemented.

When repairs and/or replacements, that are not considered to be routine maintenance, are to be done by the **CITY**, the **COUNTY** will make a specific request, by issuance of a Signal Assignment Repair or Replacement, as shown in **EXHIBIT "C"**, attached hereto and incorporated herein by this reference.

Signal Assignment Repair or Replacement shall be signed on behalf of the **COUNTY** by the County Engineer, or his designee.

The **CITY** Director of Public Works shall review the Signal Assignment Repair or Replacement and indicate concurrence by signing and returning one copy of the document with original signature to the **COUNTY**. The **CITY** shall perform 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 the request made by the **COUNTY**.

II EXHIBIT "A" SIGNAL ASSIGNMENTS

Each signal assignment document, similar in format to **Exhibit "A"** attached hereto and by reference made a part of this **AGREEMENT**, shall include as a minimum a description of the signal installation, location, and proposed controller interconnects to other signals. Each signal assignment document shall also include details of, and responsibilities for, such proposed controller interconnects.

Signal Assignments shall be signed on behalf of the **COUNTY** by the County Engineer, or his designee.

The **CITY** Director of Public Works shall review each signal assignment document and indicate concurrence by signing and returning one copy of the document with original signature to the **COUNTY**.

III DELETIONS FROM AGREEMENT

Discontinuation of service for traffic signals designated herein shall be made by a Signal Assignment Deletion as shown in **EXHIBIT "B"**, attached hereto and incorporated herein by this reference, that revises the coverage of this **AGREEMENT**.

The Signal Assignment Deletion will, upon co-signature by the County Engineer, or his designee, on behalf of the **COUNTY**, and the Director of Public Works on behalf of the **CITY**, become a part of this **AGREEMENT**, the effective date of the coverage change shall be defined in the Signal Assignment Deletion.

IV COST

The **CITY** shall be reimbursed by the **COUNTY** for each signal assignment associated with this **AGREEMENT** by payment of an annual fixed fee as indicated in **EXHIBIT "D"**, attached hereto and incorporated herein by this reference.

The fixed fee may be updated upon mutual agreement of the parties of this **AGREEMENT** to reflect rate and overhead increases. The rate structure may be changed upon signature, by both parties, in a contract amendment. The effective date of the fee adjustment shall be defined by the contract amendment.

The **CITY** shall be reimbursed by the **COUNTY** for each Signal Assignment Repair or Replacement associated with this **AGREEMENT** for the actual direct and related indirect cost of the work to be indicated by **EXHIBIT "C"**.

V PAYMENT

The **COUNTY** shall be responsible for payment of operational power costs associated with their signals.

The **COUNTY**, in consideration of the faithful performance of the work identified in Section I maintenance and operation, agrees to pay the **CITY** the agreed annual fee for each signal maintained under a Signal Assignment document. Said fee shall be payable January of each year for the preceding calendar year, and shall be prorated on the actual number of months of operation for that year.

The **COUNTY**, in consideration of the faithful performance of the work identified in Section I as **COUNTY** work done by the **CITY** at the **COUNTY**'s request agrees to pay the **CITY** actual direct and related indirect costs accumulated as in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

During the progress of work assigned to the **CITY**, which is specified in Section I to be done by the **COUNTY**, and for an indefinite period from the date of payment to the **CITY** for that work, 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 upon request.

If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the five-year retention period.

In the event that it is determined that overpayment has been made to the **CITY** by the **COUNTY**, the **COUNTY** will bill the **CITY** for the amount of overpayment. The **CITY** agrees that if payment has not been received by the **COUNTY** within forty-five (45) days after the **CITY** has been billed for such overpayment, the **COUNTY** may effect reimbursement of the total sum due by deducting it from the next payment due to the **CITY** for work allotments which the **CITY** is normally entitled to receive for signal maintenance.

VI TERM OF AGREEMENT

The term of the **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 the **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 signal assignment documents as well.

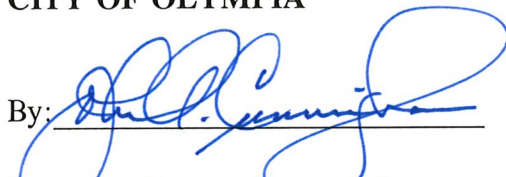
**VII
LEGAL RELATIONS**

No liability shall attach to the **COUNTY** or the **CITY** by reason of entering into this **AGREEMENT** except as expressly provided herein. The **CITY** agrees to hold harmless and indemnify the **COUNTY** and all of its officers, agents, employees, and otherwise from any and all liability, loss or damage, including reasonable costs for attorneys fees, that may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs, or judgments against the **COUNTY** which result from, arise out of, or are in any way connected with the services to be performed under this Agreement by employees of the **CITY**; and the **COUNTY** agrees to hold harmless and indemnify the **CITY** and all of its officers, agents, employees, and otherwise from any and all liability, loss or damage, including reasonable costs for attorneys fees, that may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs, or judgments against the **CITY** which result from, arise out of, or are in any way connected with the services to be performed under this Agreement by employees of the **COUNTY**.

No separate legal entity is created by this agreement.

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

CITY OF OLYMPIA

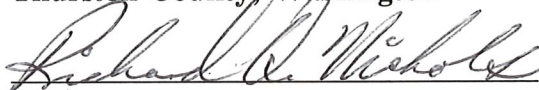
By: 
Deputy Public Works Director
Title


P.O. Box 1967
Address

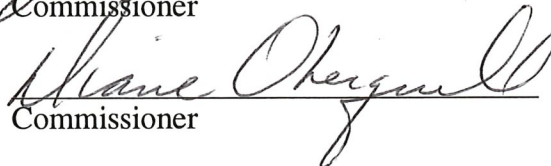
Olympia, Wash. 98507

BOARD OF COUNTY COMMISSIONERS

Thurston County, Washington


Chairperson


Commissioner


Commissioner

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

PATRICK D. SUTHERLAND
Prosecuting Attorney


Deputy Prosecuting Attorney

EXHIBIT "A"
TRAFFIC SIGNAL ASSIGNMENT NO. 1

This Signal Assignment, made and entered into this 22 day of September, 19 94, is by and between **THURSTON COUNTY, ROADS AND TRANSPORTATION SERVICES DEPARTMENT**, hereinafter designated as the "**COUNTY**" and the **CITY OF OLYMPIA**, 900 Plum Street S.E., Olympia, Washington 98501, hereinafter called the "**CITY**".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the **COUNTY** and the **CITY** on September 6, 19 94, is incorporated and by this reference, made a part of this Signal Assignment as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Signal Assignment includes the maintenance of a signal which has been constructed at the intersection of Cooper Point Road NW and Kaiser Road/French Road NW and managed for the mutual benefit of traffic using both **CITY** and **COUNTY** facilities.
2. The **CITY** will maintain and operate such **COUNTY** signal 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 Signal Assignment work by the **CITY** is October 1, 19 94.
5. Payment for this Signal Assignment shall be on the annual fee basis stated in Section IV, **COST**, of the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
6. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.)

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

CITY OF OLYMPIA

By: 

Director of Public Works

**THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT**

By: 

County Engineer

EXHIBIT "A"
TRAFFIC SIGNAL ASSIGNMENT NO. 2

This Signal Assignment, made and entered into this 22 day of September, 19 94, is by and between **THURSTON COUNTY, ROADS AND TRANSPORTATION SERVICES DEPARTMENT**, hereinafter designated as the "**COUNTY**" and the **CITY OF OLYMPIA**, 900 Plum Street S.E., Olympia, Washington 98501, hereinafter called the "**CITY**".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the **COUNTY** and the **CITY** on September 6, 19 94, is incorporated and by this reference, made a part of this Signal Assignment as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Signal Assignment includes the maintenance of a signal which has been constructed at the intersection of Yelm Highway SE and Boulevard Road SE and managed for the mutual benefit of traffic using both **CITY** and **COUNTY** facilities.
2. The **CITY** will maintain and operate such **COUNTY** signal 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 Signal Assignment work by the **CITY** is October 1, 19 94.
5. Payment for this Signal Assignment shall be on the annual fee basis stated in Section IV, **COST**, of the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
6. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.)

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

CITY OF OLYMPIA

By: _____

Director of Public Works

**THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT**

By: _____

County Engineer

EXHIBIT "A"
TRAFFIC SIGNAL ASSIGNMENT NO. 3

This Signal Assignment, made and entered into this 22 day of September, 1994, is by and between **THURSTON COUNTY, ROADS AND TRANSPORTATION SERVICES DEPARTMENT**, hereinafter designated as the "**COUNTY**" and the **CITY OF OLYMPIA**, 900 Plum Street S.E., Olympia, Washington 98501, hereinafter called the "**CITY**".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the **COUNTY** and the **CITY** on September 6, 1994, is incorporated and by this reference, made a part of this Signal Assignment as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Signal Assignment includes the maintenance of a signal which has been constructed at the intersection of Yelm Highway SE and Rich Road SE and managed for the mutual benefit of traffic using both **CITY** and **COUNTY** facilities.
2. The **CITY** will maintain and operate such **COUNTY** signal 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 Signal Assignment work by the **CITY** is October 1, 1994.
5. Payment for this Signal Assignment shall be on the annual fee basis stated in Section IV, **COST**, of the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
6. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.)

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

CITY OF OLYMPIA

By: _____

Director of Public Works

**THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT**

By: _____

County Engineer

EXHIBIT "A"
TRAFFIC SIGNAL ASSIGNMENT NO. 4

This Signal Assignment, made and entered into this _____ day of _____, 19____, is by and between **THURSTON COUNTY, ROADS AND TRANSPORTATION SERVICES DEPARTMENT**, hereinafter designated as the "COUNTY" and the **CITY OF OLYMPIA**, 900 Plum Street S.E., Olympia, Washington 98501, hereinafter calls the "CITY".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the **COUNTY** and the **CITY** on September 6, 1994, is incorporated and by this reference, made a part of this Signal Assignment as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

1. The work proposed under this Signal Assignment includes the maintenance of a signal which has been constructed at the intersection of Yelm Highway SE and Wiggins Road SE and managed for the mutual benefit of traffic using both **CITY** and **COUNTY** facilities.
2. The **CITY** will maintain and operate such **COUNTY** signal described above in accordance with the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
3. The **CITY** will main and operate the interconnect(s) above at no cost to the **COUNTY**.
4. The effective date to start this Signal Assignment work by the **CITY** is October 8th, 1996.
5. Payment for this Signal Assignment shall be on the annual fee basis stated in Section IV, **COST**, of the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
6. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.)

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

CITY OF OLYMPIA

By: _____

Director of Public Works

**THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT**

By: _____

County Engineer

EXHIBIT "A"
TRAFFIC SIGNAL ASSIGNMENT NO. 5

This Signal Assignment, made and entered into this _____ day of _____, 19____, is by and between **THURSTON COUNTY**, ROADS AND TRANSPORTATION SERVICES DEPARTMENT, hereinafter designated as the "COUNTY" and the **CITY OF OLYMPIA**, 900 Plum Street S.E., Olympia, Washington 98501, hereinafter calls the "CITY".

WHEREAS, the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**, entered into between the **COUNTY** and the **CITY** on September 6, 1994, is incorporated and by this reference, made a part of this Signal Assignment as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

7. The work proposed under this Signal Assignment includes the maintenance of a signal which has been constructed at the intersection of Yelm Highway SE and Normandy Drive SE and managed for the mutual benefit of traffic using both **CITY** and **COUNTY** facilities.
8. The **CITY** will maintain and operate such **COUNTY** signal described above in accordance with the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
9. The **CITY** will main and operate the interconnect(s) above at no cost to the **COUNTY**.
10. The effective date to start this Signal Assignment work by the **CITY** is July 1st, 1998.
11. Payment for this Signal Assignment shall be on the annual fee basis stated in Section IV, **COST**, of the **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.
12. Miscellaneous: (Additional items, clauses, conditions, provisions, etc. that are not inconsistent with **TRAFFIC SIGNAL INTERLOCAL AGREEMENT**.)

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

CITY OF OLYMPIA

By: _____

Director of Public Works

THURSTON COUNTY
ROADS AND TRANSPORTATION
SERVICES DEPARTMENT

By: _____

County Engineer

EXHIBIT "D"
TRAFFIC SIGNAL ASSIGNMENT
ESTIMATE OF COST

Maintenance Activities	Occurrence Per Year	Labor Hours	Labor Cost at \$27.54 per/hr
Observations (hardware review)	10	5	\$137.70
Preventive Maintenance	2	3	\$ 82.62
Relamping	1	2	\$ 55.08
Trouble Calls	6	6	\$165.24
Review Timing/Coordination	6	6	\$165.24
Subtotal Hours and Cost		22	\$605.88

Equipment		Hours	Truck Cost at \$21.50 per/hr
Signal Truck		22	\$473.00
Subtotal Hours and Cost		22	\$473.00

TOTAL COST TO COUNTY PER SIGNAL ASSIGNMENT			\$1078.88
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