


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/24/2013

AGENDA ITEM: Snohomish County Signal Maintenance ILA	
PREPARED BY: Ryan Morrison, Engineering Technician	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Interlocal Agreement	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City has previously maintained an Interlocal Agreement (ILA) with Snohomish County to provide as needed services, as determined by the City, related to traffic signal and street light maintenance, engineering and construction within City limits.

The previous six year ILA with the County expired on March 9, 2013. This renewal would be for a six year period starting from the date of approval.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to execute the Interlocal Agreement for Signal Maintenance with Snohomish County providing 6 years of as needed services.

INTERLOCAL AGREEMENT

Between

SNOHOMISH COUNTY and THE CITY OF MARYSVILLE

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement" is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City" for the purpose of the County providing the City, on an as needed basis as determined by the City, maintenance, engineering and construction services related to traffic signals and street lights.

WHEREAS, the City's geographical boundaries lie within the County; and

WHEREAS, the City possesses the power, legal authority and responsibility to maintain, design and construct traffic signals and street lights within its boundaries; and

WHEREAS, the County, through the Snohomish County Department of Public Works, provides services related to traffic signal and street light maintenance, engineering and construction, within unincorporated portions of Snohomish County and also possesses the ability to provide those services into the geographical area of the City; and

WHEREAS, this Agreement will superceded and replace that interlocal agreement for traffic signal and street light maintenance between the City and the County that was approved and became effective on March 9, 2007 and expired on March 9, 2013; and

WHEREAS, the City desires to enter into this Agreement with the County whereby the County, on an as needed basis as determined by the City, will perform services related to traffic signal and street light maintenance, engineering and construction, within the boundaries of the City; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions contained in the following Agreement; and

WHEREAS, such Agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Agreement

- A. The County agrees to perform for the City, on an as needed basis as determined by the City, any and all services specified below, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the County.
- B. For the purpose of this Agreement the term “signal maintenance” shall mean maintenance on traffic signals, rapid flashing beacons, pedestrian crossing traffic signals, radar speed signs, flashing crosswalk and school signs.
- C. For the purpose of this Agreement, “signal maintenance services”, “street light maintenance services”, “engineering services”, and “construction services” shall be those activities as described in Exhibit A, attached and incorporated by reference into this Agreement, that have been or could be performed by the City and that are not subject to mandatory competitive bidding, as determined by the City in accordance with State statute.
- D. For the purpose of this Agreement, work performed under a work order pursuant to Section 3 of this Agreement shall be engineering services and/or construction services, as described in Exhibit A, or any work that is related to but beyond those services identified in Exhibit A, that have been or could be performed by the City and that are not subject to mandatory competitive bidding, as determined by the City in accordance with State statute.
- C. The County Traffic Engineer and the City Traffic Engineer, acting as the administrators of this Agreement, are authorized to act on behalf of the County and City respectively, and shall develop working procedures associated with any of the activities comprising Services. No separate legal or administrative entity is created under this Agreement.
- 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 to have the County provide Services to the City, on an as needed basis as determined by the City. The County does not intend to assume, nor does the City expect the County to gain, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of traffic signal and street light maintenance services generally for the citizens of unincorporated Snohomish County.

- I. The County is acting as an independent contractor so that control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.

2. Performance of Services

- A. For the purpose of performing Services under this Agreement, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies except to the extent labor, supervision, machinery, equipment, and/or materials are supplied by the City as agreed to by the County in writing. In addition, the County will perform material sampling and equipment testing. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the City.
- B. For the purpose of facilitating the performance of the Services under this Agreement, it is hereby agreed that the City, upon reasonable request in writing by the County or its duly authorized representative, will allow the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon. The City will be responsible for furnishing the materials and labor needed to temporarily close a street or streets while maintenance is being performed.
- C. The Services provided by the County under this Agreement shall be pursued with care and diligence to County standards. The County will make efforts to accommodate pertinent schedules of the City. The County shall notify in writing the City of any hardship or other inability to perform under this Agreement, including postponement of requested work due to priority given the normal workload of County personnel.

3. Work Order Requests

Requests for construction and/or engineering services and other work not specifically set out in Exhibit A shall be processed through work order requests.

- A. If the City desires that the County perform data collection or any work on its signal and street lighting system beyond the Services identified in Exhibit A, then the City shall direct a work order request to the County Public Works' Transportation and Environmental Services Director, on forms provided by the County. These work order requests shall adequately describe the work to be performed and indicate a desired completion date. The County may require the City to prepare a road plan and profile or sketches to adequately describe the scope, intent and detail of the work.

- B. The County shall respond to such work order request in writing. If the County's response is in the affirmative, the County shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- C. Upon receipt of the County's estimate, the City may either issue a written notice to proceed which authorizes the County to perform the requested work or a written notice rejecting the County's estimate. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment are acceptable and sufficient funds are appropriated to cover the cost of the requested work. The issuance of a rejection by the City shall relieve the County of all obligations to perform any work identified in the work order request. If no written notice to proceed is received by the County from the City within twenty-one (21) days from the mailing date of the County's estimate, then the County will treat the estimate as if it had been rejected.
- D. The scope of requested work may be amended in writing at any time with the consent of both parties.
- E. It may be necessary for the County to use consultants from the County on-call list to complete the duties described in this section.

4. Basis of Payment

- A. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for Services within the scope of this Agreement, the entire cost to the County of performing such work, including; salaries wages, and benefits of all employees engaged therein; all supervision over such employees while so employed; cost of clerical work and travel expenses, including mileage of employees; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment.

In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

- B. The County shall be reimbursed in full by the City for Services provided by the County in accordance with the estimated labor rates, material and equipment costs set forth in Exhibit B incorporated herein or as otherwise incurred in connection with approved work order requests. The estimated labor rates and material costs set forth in Exhibit B are as of the effective date of this Agreement. Labor rates and material and equipment costs may be adjusted annually to reflect the County's current labor

and material charges. The County shall document all costs for labor, materials and equipment with its billing to the City. The County agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.

- C. For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County of performing all services to the City during billing period under this Agreement. This rate may be adjusted annually to reflect changes in actual administrative costs.
- D. The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing.

5. Records

- A. The County shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal County road projects. Such records as to any project shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project.
- B. The County shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the rental value of all County-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the County; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service. The City shall have the right to inspect, review and copy such records at all times with reasonable notice to the County.
- C. The County shall provide to the City at the close of each calendar month a summary billing covering all services performed during said month.

6. Facilities to be Provided by the City

The City grants to the County permission to enter City rights-of-way for the purposes of operating and maintaining the traffic signal system and associated lighting systems. All electrical power billings for the operation of the traffic signals and street lighting systems will be paid by the City.

7. **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 of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the **CITY**, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- D. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees.

The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- E. Should a court of competent jurisdiction determine this Agreement is subject to the provisions of RCW 4.24.115, then each party shall protect, defend, indemnify, and hold harmless the other, their officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnifying party's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

8. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this AGREEMENT as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

9. Effective Date, Duration, and Renewal

- A. This Agreement and any amendment 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. This Agreement shall remain in effect for a term of six (6) years, unless otherwise renewed as provided in Section 9.C, amended as provided in Section 10 or terminated as provided in Section 17, PROVIDED, 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. 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 its termination date, the Agreement administrators agree in writing to such renewals.

10. Amendments

This Agreement may be amended only upon written of the parties and executed in the same manner as provided by law for the execution of this Agreement, PROVIDED,

HOWEVER, that amendments to the following may be approved administratively through written agreement of the Agreement administrators without the requirement to be executed in the same manner as provided by law for the execution of this Agreement:

- The County's administrative rate identified in Section 5.D;
- The estimated labor rates and material and equipment costs identified in Exhibit B; and
- The renewal of the Agreement pursuant to Section 9.C.

11. Legal Requirements

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

12. Governing 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.

13. Data Collection

- A. The County and City agree to the mutual exchange of their historical, current and future Traffic Data as it exists and/or becomes available through their regular routine 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 signal related information (unless otherwise agreed upon) shall be processed through a request, per Section 3 of this Agreement.

14. Severability

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. Administrators for Agreement. The persons responsible for administering this Agreement are:

SNOHOMISH COUNTY

Snohomish County Traffic Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

CITY OF MARYSVILLE

City Traffic Engineer
City of Marysville
80 Columbia Avenue
Marysville, Washington 98270

16. Written Notices

All notices, including Service Order Requests and Service Order Responses, required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email). Notices delivered in person or by United States mail shall be delivered to the persons, or their designee, at the addresses set forth in Section 15 of this Agreement.

Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the persons, or their designee, at the addresses set forth in Section 15 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Termination

- A. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written notice to the other party.
- B. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement and prior to normal completion, this Agreement may be terminated by the County immediately upon notice to the City.
- C. Upon termination of this Agreement as provided in this section, the County shall be paid by the City for work performed prior to the effective date of termination. No payment shall be made by the City for any expense incurred or work done following the effective date of termination unless authorized in writing by the City.

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

SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
County Executive

By: _____
Mayor

DATE: _____

DATE: _____

Approved as to form only:

Approved as to form only:

Deputy Prosecuting Attorney

City Attorney

DATE: _____

DATE: _____

EXHIBIT A

TRAFFIC SIGNAL MAINTENANCE SERVICES

Traffic Signal Maintenance Services covered by this Agreement consist of the following services for those traffic signals that the City is responsible for maintaining and that have been or could be performed by the City and that are not subject to mandatory competitive bidding, as determined by the City in accordance with State statute.

Maintenance - This is an 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.

Re-lamp – Traffic signal indicators will be replaced as needed. It is estimated that approximately four hours per intersection will be spent on this activity. This is typically a two person operation which includes 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. 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 shall provide all supplies and materials for normal maintenance unless the supplies and materials are either a special order or are not in the County's inventory. 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 4 of the Agreement.

STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this Agreement consist of the following services for those street lights that are associated with or are on the same power source as County maintained traffic signals, except where the City has specifically requested additional services and that have been or could be performed by the City and that are not subject to mandatory competitive bidding, as determined by the City in accordance with State statute.

Maintenance – Re-lamping activity includes the replacement of the lamps.

Electrical Repair – The County will provide rewiring and other electrical work done to damaged street lighting. City personnel will perform all other work associated with repairing damaged street lights.

Materials – The County shall provide all supplies and materials for normal maintenance unless the supplies and materials are either a special order or are not in the County’s inventory. 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 4 of the Agreement.

On-Call Emergency Response - This service provides 24 hour emergency response for street light malfunctions. 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.

ENGINEERING AND CONSTRUCTION SERVICES

Engineering and construction Services covered by this Agreement consist of the following services for those City maintained traffic signals and those street lights that are associated with or are on the same power source as County maintained traffic signals, except where the City has specifically requested additional services and that have been or could be performed by the City and that are not subject to mandatory competitive bidding, as determined by the City in accordance with State statute..

Engineering – This activity provides for the analysis and design of modifications of the existing or new traffic signal and illumination systems for improved operation and safety. It also provides for engineering plan review and technical support services, as well as construction inspection services, for new traffic signal and illumination systems constructed by the City.

Construction - This activity provides for the construction of either new traffic signal or illumination systems as requested by the City. Construction shall not be done without written authorization by the City.

EXHIBIT B

ESTIMATED LABOR, MATERIALS AND EQUIPEMENT COSTS

The cost for labor, materials and equipment associated with the Services identified in the Agreement are estimated as of the effective date of this Agreement. The estimated labor rates and materials and equipment costs for Services may be adjusted annually to reflect the County’s current labor, material and equipment charges. The estimated costs below do not include the cost of work performed by County personnel in response to work orders issued upon request by the City. The estimated costs below include the current County administration rate of 15% which may be administratively adjusted annually as identified in Section 4.C of this Agreement. The County will bill on an actual time and materials basis. All Labor rates are on a per person basis and may vary depending on the classification employees

ESTIMATED TRAFFIC SIGNAL SERVICE COSTS

Item	Hourly Rate / Cost
Routine Maintenance and Relamping During Normal Business Hours	\$ 65
On-Call Emergency Maintenance / Overtime	\$100
Materials	Calculated on a per job basis
Equipment	Calculated on a per job basis

ESTIMATED STREET LIGHT SERVICE COSTS

Item	Hourly Rate / Cost
Routine Maintenance and Damage Repair During Normal Business Hours	\$ 65
On-Call Emergency Maintenance / Overtime	\$100
Materials	Calculated on a per job basis
Equipment	Calculated on a per job basis

ENGINEERING AND CONSTRUCTION SERVICES COSTS

Labor, material and equipment costs for engineering and construction Services shall be determined based on the amount of labor, materials and equipment estimated to be needed for each job.