


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 10/14/2013**

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| AGENDA ITEM:<br>Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.  |   |
| PREPARED BY: Doug Byde, Public Works Superintendent<br>DEPARTMENT: Public Works  | DIRECTOR APPROVAL:<br> |
| ATTACHMENTS:<br>1. Three Copies of the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services to be returned to the project manager following the mayor's signing.<br>2. Original Interlocal Aid Agreement with Snohomish County Public Works - Dated 6-28-2010.<br>3. Amendment # 1 to the Interlocal Aid Agreement with Snohomish County Public Works for Minor Street Projects - Dated 4-22-2013. |   |
| BUDGET CODE:   | AMOUNT: \$0.00  |

**SUMMARY:**

Following the County's recent Amendment No. 1 to the Interlocal Aid Agreement for Minor Street Projects, they were advised by the State Auditor to make some additional clarifications to the agreements with surrounding cities.

The new Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services maintains clarification on the limitations of the County when performing small capital construction projects, and sets a not to exceed threshold of \$10,000.00 for those types of projects

Maintenance services provided by the County, as shown in Appendix A, would not have the same limiting threshold as set for capital construction projects. These maintenance services would be used by Marysville on an as needed basis.

Changes to the agreement were recommended by the State Auditor and have been reviewed by Grant Weed's office. In the opinion of Grant Weed's office the new Interlocal Agreement provides more options and flexibility for both the city and the county, and in many aspects is an improvement to the existing amended agreement.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.

**INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET  
SERVICES WITHIN THE CITY OF MARYSVILLE**

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MARYSVILLE (this "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

**RECITALS**

A. Pursuant to the Aid Agreement for Minor Street Projects for Municipal Services (hereinafter "the Original Agreement") dated July 27, 2010, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City wishes to continue to receive street and road services, and the County is agreeable to continue providing the same.

C. The Original Agreement as amended is terminable at will. It is the intention of the parties that the duties and obligations of this Agreement substitute for and supersede the duties and obligations of the Original Agreement as set forth in Section 17.1 below.

D. In exchange for the road and street services described in Section 4 below, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to design and construct small capital projects on City streets and bridges and to maintain City streets and bridges.

**2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2018, unless earlier terminated pursuant to the provisions of Section 14 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

**3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

| <u>County's Initial Administrator:</u>   | <u>City's Initial Administrator:</u>   |
|--|--|
| Owen Carter, County Engineer<br>Snohomish County DPW<br>3000 Rockefeller Avenue M/S 607<br>Everett, Washington 98201 | Kevin Nielsen, Public Works Director<br>Department of Public Works<br>80 Columbia Avenue<br>Marysville, WA 98270 |

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

**4. Scope of Services.**

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

**5. Process for Delivery of Services.**

5.1 Submission of Work Orders. If the City desires that the County perform any of the Services, it shall submit to the County Administrator or his or her agent a Work Order in substantial form to that attached hereto in Appendix C. The City shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The County may in its sole discretion require additional information from the City, including but not limited to, a road plan and profile or sketches. The City shall not submit any Work Orders for which the City's cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. At the City's option, the City may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the City's roads and streets identified in the plan any time the County has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. At the City's option, the City may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the City, the County will conduct ongoing maintenance operations on the City's roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. At the City's option, the City may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the City desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the City, the County will conduct emergency response operations on the City's roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order. Should the County reject the Work Order, it shall make a notation to that effect on the Work Order and return it to the City. Should the County accept the Work Order, it shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the County shall return the Work Order and Estimate to the City.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate from the County accepting the City's request for Services, the City may issue a written Notice to Proceed authorizing the County to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the City that (1) it finds the County's Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performance by the County. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City, PROVIDED HOWEVER that the County's performance shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the County. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of Services due to County workload constraints.

5.5 Changes by the City to Work Orders. The City may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14.2 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes by the County to Work Orders. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order required by the County when such changes will substantially alter the nature of the Services or the Estimate. The County shall obtain the City's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their

respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

**6. Services Provided by County.**

6.1 Lead Agency. The County shall serve as the lead agency for the Services.

6.2 Services. The County shall perform for the City the Services, as that term is defined in Section 4 above. The County shall solely determine the schedule for the Services. The County will provide the City with a full and complete copy of any construction design plans. The County shall segregate the costs of the Services from other work the County may be performing.

6.3 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

**7. Cooperation by City.**

7.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in completing the Services. The City shall make its personnel, including but not limited to its Police and Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services, including but not limited to any safety planning meeting the County schedules for purposes of discussing traffic control issues. Upon request by the County Administrator or his or her agent and before any work is commenced, the City shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the County, in its sole discretion, to perform the Services.

7.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or

above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.

7.5 City's Powers. Nothing contained herein shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

## **8. Payment by City.**

8.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the County shall charge the City for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County equipment rental rate on County-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is 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 for those County employees performing Services for the City under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment.

8.3 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

**9. Indemnification/Hold Harmless.**

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, 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.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

**10. Liability Related to City Ordinances, Policies, Rules and Regulations.**

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.

**11. Insurance.**

Each party shall maintain its own insurance and/or self-insurance for its obligations 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). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any



subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

**12. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

**13. Default and Remedies.**

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**14. Early Termination.**

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. 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, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or

Services performed following the effective date of termination unless authorized in writing by the City.

**15. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**16. Notices.**

All notices 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) to the applicable Administrator or the Administrator's designee. 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 Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**17. Miscellaneous.**

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

**CITY:**

City of Marysville, a Washington municipal corporation

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

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**APPENDIX A  
MUNICIPAL ROAD AND STREET SERVICES  
Snohomish County - Road Maintenance Division**

| <b>Work Operations<br/>(Estimates provided on a per project basis)</b>   |
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| <b>Drainage:</b>   |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Routine Maintenance:</b> Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.</li> </ul>    |
| <ul style="list-style-type: none"> <li>• <b>Underground Retention/Detention Facility Maintenance:</b> Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.</li> </ul>               |
| <b>Pavement Maintenance and Repair:</b>  |
| <ul style="list-style-type: none"> <li>• <b>Crack and Joint Sealing:</b> Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the channelization.</li> </ul>   |

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| <ul style="list-style-type: none"> <li>• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings -Thermo-plastic/Durable:</b> Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings - Paint:</b> Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Sweeping &amp; Cleaning Pavement with Mechanical Pickup Broom:</b> Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Traffic Sign Repair, Replacement, Maintenance and Installation:</b> Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.</li> </ul>  |
| <p><b>Shoulder Maintenance:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Shoulder Buildup Removal:</b> Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.</li> </ul>   |
| <p><b>Snow &amp; Ice:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Anti-icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Plowing/Sanding/Solid Deicer Application:</b> Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.</li> </ul>   |
| <p><b>Vegetation:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Control Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.</li> </ul>   |

|   |
|---|
| <ul style="list-style-type: none"> <li>• <b>Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Mechanical:</b> Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Tree Trimming/Tree Canopy Maintenance:</b> Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Roadside Mowing:</b> Mow with mechanical mower to control grass height and trim undesirable vegetation.</li> </ul>  |

|   |
|---|
| <p><b>Other services provided:</b></p>  |
| <ul style="list-style-type: none"> <li>• Call-out Response for urgent or emergency situations</li> <li>• Catch Basin/ Manhole Repair or Replacement</li> <li>• Chip Seals; Project or Patching</li> <li>• Culvert Repair or Replacement</li> <li>• Guidepost and Delineator Replacement</li> <li>• Hauling and Disposal of Waste Material</li> <li>• Hydro Seeding and Mulching</li> <li>• Instructor, Equipment Training and Other Training Courses</li> <li>• Maintenance and Repair of Concrete Structures</li> <li>• Mechanical Pavement Patching, Paverbox</li> <li>• Noxious Weed Control - Mechanical</li> <li>• Noxious Weed Control - Manual</li> <li>• Pavement Milling/Full Depth Repair (small, localized areas)</li> <li>• Pavement Patching with Subgrade Repair</li> <li>• Rip Rap and Cribbing Repair</li> <li>• Seeding, Mulching, and Planting including native species.</li> <li>• Shoulder Washout Repair</li> <li>• Slope Repair, Slide Clean up &amp; Maintenance</li> <li>• Traffic Control for Mobile Operations</li> <li>• Traffic Control for Stationary Operations</li> <li>• Vector Waste Recycling/Disposal</li> </ul> |

**APPENDIX B  
MUNICIPAL ROAD AND STREET SERVICES  
Snohomish County – Bridge Operations**

|  |
|--|
| <b>Work Operations</b><br><b>(Estimates provided on a per project basis)</b>   |
| <b>Bridge Inspection:</b>  |
| <ul style="list-style-type: none"><li>• <b>Bridge Inspection Services:</b> Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</li></ul> |
| <b>Other services provided:</b>  |
|  |



**APPENDIX C  
MUNICIPAL ROAD AND STREET SERVICES  
Snohomish County - Road Maintenance Division**

**Work Order Form**



SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT  
 ROAD MAINTENANCE DIVISION  
 8915 Cathcart Way  
 Snohomish, WA 98296  
 425.388.7500  
 Fax 425.388.7538

**ROAD MAINTENANCE AID AGREEMENT WORK ORDER**

**Agency/Jurisdiction:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Contact Info:** \_\_\_\_\_ **Requested Completion Date:** \_\_\_\_\_

**Authorized By:** \_\_\_\_\_ **Position/Title:** \_\_\_\_\_

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

**Date Approved:** \_\_\_\_\_

**WORK TO BE PERFORMED** (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: [Contact.PWRoad@snoco.org](mailto:Contact.PWRoad@snoco.org)

**For Completion by Snohomish County Road Maintenance Division**

Estimated Cost For Services: \_\_\_\_\_ Reimbursable Service Number: **RR** \_\_\_\_\_

Approved By:

RM Operations Manager: \_\_\_\_\_ Date: \_\_\_\_\_

RM Director: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ By: \_\_\_\_\_

After recording, return to:

Rachel Broadus  
Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

CONFIRMED COPY  
201008020251 8 PGS  
08/02/2010 10:33am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

**AID AGREEMENT  
FOR MINOR STREET PROJECTS  
FOR MUNICIPAL SERVICES**

THIS 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".

WHEREAS, the City is desirous of contracting with the County for the performance of municipal services within its boundaries by the County; and

WHEREAS, the County is agreeable to rendering such services on terms and conditions hereinafter set forth; and

WHEREAS, this 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 any and all functions specified herein below relating to municipal services, 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 purpose of this Agreement, "municipal services" shall be limited to activities, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$30,000 for a single project and including but not limited to the following:

Construction, repair, or maintenance services on City streets and bridges including, but not limited to road surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbing, street lighting, and traffic control devices.

Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets of the City.

Snow plowing and/or the application of abrasives (this includes sand applied with pre-wet systems and sand/abrasives blended with snow and ice control chemicals) on portions of the routes designates (see 3.d.) by the City, during inclement weather conditions when County forces are mobilized for snow and ice control operations.

- c. The County Public Works Director and/or the County Road Engineer (County) and City Director of Public Works (City) are the Administrators of this Agreement. They are authorized to act on behalf of the County and City respectively, and shall finalize working procedures associated with any of the above activities comprising "municipal services".
- d. 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.

## **2. Performance of Municipal Services**

- a. For the purpose of performing municipal services as herein specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City. 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 said functions, it is hereby agreed that the City, upon request of the County or its duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.
- c. The work performed by the County under this Agreement shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the City. The County shall notify 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 forces.

## **3. Work Order Requests**

Requests for municipal services shall be processed through work order requests.

- a. If the City desires that the County perform any work within the scope of this Agreement, it shall direct a work order request to the appropriate County Public Works Division Director, on forms provided by the County, and shall adequately describe the work to be performed and indicate the desired completion date. The County may require a road plan and profile or sketches as may be required 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 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 issue a written notice to proceed which authorizes the County to perform the requested work. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment referenced by paragraph 4.b. are acceptable and sufficient funds are appropriated to cover the cost of the requested work.
- d. Due to the emergent nature of snow and ice control operations, the work order requests for snow plowing and abrasives applications will be submitted once per year prior to the onset of inclement winter weather conditions and will be considered to be in effect until April 1<sup>st</sup> of the following year. The annual work order submittal shall include a plan identifying the portions of the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the city streets identified in the plan any time the County has mobilized winter operations in the general area. Individual work order requests will not be required to initiate the County's response to each weather event. The County shall track the time and materials expended on the city routes and shall bill accordingly per Section 4 of this Agreement.
- e. The scope of requested work may be amended in writing at any time with the consent of both parties; PROVIDED, the project as changed continues to fall within the scope of this Agreement; and PROVIDED FURTHER that the City may cancel or stop any particular work at any time subject to Section 4 below.

#### **4. Basis of Payment**

- a. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for municipal services within the scope of this Agreement, the entire cost to the County of performing such work.

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 municipal services provided by the County. 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.

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 overhead and administrative costs, an amount not to exceed 15% of the total labor cost to the County of performing all services rendered by the County to the City during the billing period.

The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing. Payment shall be made for all work actually completed or performed.

**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 reasonable 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.
- c. The County shall render 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**

Whenever necessary for the County to maintain administrative headquarters in the City and such necessity is acknowledged by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County, such quarters may be used by the County in connection with the performance of this duty in territory outside of the City and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the City.

**7. Indemnification**

The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the City, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the CITY, its officers, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

The City is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is self-insured with a retention level of \$1 million. Above that level the County has excess liability coverage.

**9. Commencement and Termination**

- a. This Agreement shall be effective upon execution and shall remain in effect for a period of three (3) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.
- b. 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.
- 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, less all payments previously made. 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.

## **10. Notices**

All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

**CITY:**

City of Marysville  
Attn: Kevin Nielsen, PW Director  
Department of Public Works  
80 Columbia Avenue  
Marysville, WA 98270

**COUNTY:**

Snohomish County  
Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

## **11. Jurisdiction**

This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

## **12. Independent Contractor**

The parties agree and understand that the County is acting hereunder as an independent contractor and that no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the City. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.

## **13. Severability**

If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.

## **14. Amendment**

This Agreement may be amended by a writing agreed to by the parties and executed with the same formalities as are required for the execution of this Agreement.

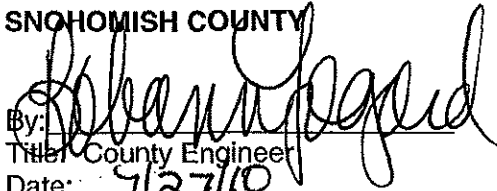


**15. Entire Agreement.**


This Agreement represents the entire agreement between the County and the City, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

**SNOHOMISH COUNTY**

By:   
Title: County Engineer  
Date: 5/27/10

**CITY OF MARYSVILLE**

By:   
Title: MAYOR  
Date: ~~5-28-10~~ 6-28-10

CONTRACT TEMPLATE ONLY  
REVIEWED AND APPROVED:  
Gordon W. Sivley  
Deputy Prosecuting Attorney  
Date: May 13, 2010

**Snohomish County - Road Maintenance Division**  
**2010 ESTIMATED COSTS\* FOR STREET MAINTENANCE WORK**

| Work Operation   | Unit | 2010 per unit cost |
|--|------|--------------------|
| • <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.  | Hour | \$ 183             |
| • <b>Catch Basin Marking and Routine Maintenance:</b> Manually clean catch basins to insure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.  | Hour | \$ 96              |
| • <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to insure drainage system remains free of material and flows are not restricted.   | Hour | \$ 221             |
| • <b>Control of Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.  | Hour | \$ 96              |
| • <b>Crack and Joint Sealing:</b> Repair pavement surface and shoulder by installing crack filling material to prevent water from entering the sub-grade. Cracks should be cleaned by hot-air lance, routting or other means prior to filling.   | Hour | \$ 739             |
| • <b>Culvert Cleaning, Marking and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.  | Hour | \$ 96              |
| • <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to insure the flow capacity is not restricted.  | Hour | \$ 221             |
| • <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.   | Hour | \$ 96              |
| • <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and includes cleaning inlet and outlet grates/pipes.                          | Hour | \$ 221             |
| • <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.                          | Hour | \$ 402             |
| • <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.  | Hour | \$ 217             |
| • <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the striping.   | Hour | \$ 241             |
| • <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail i.e., adjust cable tension, repair damage caused by errant vehicles, upgrade of terminal end sections, adjustments in height and alignment, new installations.   | Hour | \$ 428             |
| • <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (cold or hot mix), raking to establish proper grade and compacting with a roller or other available means.   | Hour | \$ 203             |
| • <b>Noxious Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the county noxious weed list, with approved herbicides applied at the recommended application rate. Once the operation is complete, an herbicide application record is required for the treated area.        | Hour | \$ 104             |
| • <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control nuisance vegetation i.e., alders, and blackberries, certain species of grasses to ensure the vegetation planted in landscaped areas is maintained in a healthy condition. | Hour | \$ 96              |

REVISIONS

30 MAY 2010

**AMENDMENT NO. 1 TO  
INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR  
MUNICIPAL SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR MUNICIPAL SERVICES (the "First Amendment") is made and entered into this 22<sup>nd</sup> day of April, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and City of Marysville, a municipal corporation of the State of Washington (the "CITY").

WHEREAS, the COUNTY and the CITY executed an agreement entitled "Aid Agreement for Minor Street Projects for Municipal Services" (the "Original Agreement") on July 27, 2010, recorded under Snohomish County Auditor's File No. 201008020251;

WHEREAS, the COUNTY and the CITY wish to eliminate dollar limits on maintenance services commensurate with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to further define "maintenance services" for purposes of complying with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to extend the term of the Original Agreement for an additional year;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Section 1, subsection b. of the Original Agreement is amended to read as follows:

For purpose of this Agreement, "municipal services" shall include but not be limited to the following:

1. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
2. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.



3. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

**Section 2.** Section 9, subsection a. of the Original Agreement is amended to read as follows:

This Agreement shall be effective upon execution and shall remain in effect for a period of four (4) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.

**Section 3.** All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

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

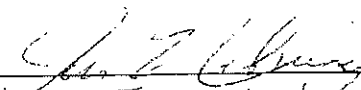
**COUNTY:**

**CITY:**

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a municipal corporation of the State of Washington

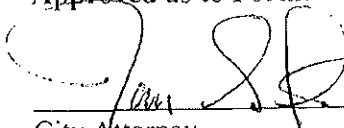
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By  \_\_\_\_\_  
Name: Jan Veborg  
Title: Mayor

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
City Attorney

**APPENDIX A**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County - Road Maintenance Division**

| <b>Work Operations</b><br>(Estimates provided on a per project basis)  |
|--|
| <b>Drainage:</b>   |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Routine Maintenance:</b> Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.</li> </ul>    |
| <ul style="list-style-type: none"> <li>• <b>Underground Retention/Detention Facility Maintenance:</b> Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.</li> </ul>               |
| <b>Pavement Maintenance and Repair:</b>  |
| <ul style="list-style-type: none"> <li>• <b>Crack and Joint Sealing:</b> Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the channelization.</li> </ul>   |

|  |
|--|
| <ul style="list-style-type: none"> <li>• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings -Thermo-plastic/Durable:</b> Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Pavement Markings - Paint:</b> Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Sweeping &amp; Cleaning Pavement with Mechanical Pickup Broom:</b> Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Traffic Sign Repair, Replacement, Maintenance and Installation:</b> Repair, replace, maintain; or install new traffic signs to ensure operational safety is maintained on the roadway system.</li> </ul>   |
| <p><b>Shoulder Maintenance:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Shoulder Buildup Removal:</b> Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.</li> </ul>   |
| <p><b>Snow &amp; Ice:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Anti-icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Plowing/Sanding/Solid Deicer Application:</b> Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.</li> </ul>   |
| <p><b>Vegetation:</b></p>  |
| <ul style="list-style-type: none"> <li>• <b>Control Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.</li> </ul>   |

- **Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:** Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
- **Nuisance Vegetation Control - Manual:** Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
- **Nuisance Vegetation Control - Mechanical:** Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
- **Tree Trimming/Tree Canopy Maintenance:** Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
- **Roadside Mowing:** Mow with mechanical mower to control grass height and trim undesirable vegetation.

**Other services provided:**

- Call-out Response for urgent or emergency situations
- Catch Basin/ Manhole Repair or Replacement
- Chip Seals; Project or Patching
- Culvert Repair or Replacement
- Guidepost and Delineator Replacement
- Hauling and Disposal of Waste Material
- Hydro Seeding and Mulching
- Instructor, Equipment Training and Other Training Courses
- Maintenance and Repair of Concrete Structures
- Mechanical Pavement Patching, Paverbox
- Noxious Weed Control - Mechanical
- Noxious Weed Control - Manual
- Pavement Milling/Full Depth Repair (small, localized areas)
- Pavement Patching with Subgrade Repair
- Rip Rap and Cribbing Repair
- Seeding, Mulching, and Planting including native species.
- Shoulder Washout Repair
- Slope Repair, Slide Clean up & Maintenance
- Traffic Control for Mobile Operations
- Traffic Control for Stationary Operations
- Vactor Waste Recycling/Disposal

**APPENDIX B**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County – Bridge Operations**

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| <b>Work Operations</b><br>(Estimates provided on a per project basis) |
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| <b>Bridge Inspection:</b> |
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| <ul style="list-style-type: none"><li>• <b>Bridge Inspection Services:</b> Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County's performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</li></ul> |
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| <b>Other services provided:</b> |
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