

**INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF MUKILTEO FOR TRAFFIC  
SIGNAL, FLASHING CROSSWALK, BEACON, RADAR SPEED SIGN  
AND STREET LIGHT MAINTENANCE**

THIS INTERGOVERNMENTAL SERVICES AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into this as of the date of the last party to sign by and between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as "County" and the City of Mukilteo, a municipal corporation of the State of Washington, hereinafter referred to as "City" for the purpose of providing traffic signal, flashing crosswalk, beacon, radar speed sign, and street light maintenance services.

**RECITALS**

- A. The County, through the Snohomish County Department of Public Works, possesses the power, legal authority and responsibility to maintain County traffic control devices and street lights, and perform engineering and construction activities within unincorporated portions of Snohomish County and has the ability to provide those services within the City's boundaries.
- B. The County and the City agree that it is mutually beneficial for the County and the City to work together cooperatively on traffic control devices and street light maintenance and limited traffic control device and street light engineering and construction.
- C. The City desires to enter into a Agreement whereby the County will perform traffic signal, flashing crosswalk, beacon and street light maintenance services within the boundaries of the City.
- D. The County is agreeable to providing these services under the terms and conditions contained in this Agreement.
- E. The services provided under this Agreement are an extension of the City's authority to perform public work in accordance with Revised Code of Washington (RCW) 35.22.620 and RCW 35.77.020 through .040.
- F. This Agreement is entered into under the Interlocal Cooperation Act, RCW 39.34, RCW 36.75.207, and RCW 35.77.020 through .040.

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.**

The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to maintain, design, and construct traffic control devices and street lights on City streets.

**2. 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. Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party. The parties’ initial Administrators shall be the following individuals:

**County**

Mohammad Uddin, PE  
County Traffic Engineer  
Snohomish County  
3000 Rockefeller Ave., M/S 607  
Everett, Washington 98201

**City**

Matt Nienhuis  
Public Works Director  
City of Mukilteo  
11930 Cyrus Way  
Mukilteo, Washington 98275

**3. Scope of Services.**

- A. For the purposes of this Agreement, “Traffic Control Devices” are all existing and future electrically powered traffic signals, pedestrian crossing beacons, radar speed signs, and school zone flashing beacons that are located within the City’s municipal boundaries and for which the City is responsible for maintaining at the locations identified in Exhibit B of this Agreement, attached hereto and incorporated herein by this reference, together with all future Traffic Control Devices.
- B. For the purposes of this Agreement, “Street Lights” refers to those street lights, trail lights, and pedestrian lights for which the City is responsible for maintaining.
- C. For the purpose of this Agreement, “Traffic Control Device Maintenance Services” and “Street Light Maintenance Services,” referred to collectively as the “Services,” shall be as described and defined in Exhibit A, attached and incorporated by reference into this Agreement, to the extent such Services are not subject to mandatory competitive bidding, as determined by either the County or the City in accordance with applicable state statutes.
- D. For the purpose of this Agreement, “General Materials” shall be limited to those materials that are not required to be purchased through competitive bidding, as determined by the County in accordance with applicable law, are used in conjunction with the Services, and where the County has included the cost of those materials in the yearly budget for the year in which the materials are purchased.
- E. For the purpose of this Agreement, “Other Materials” shall be limited to those materials that are not General Materials, are required in conjunction with work being completed on a Work Order pursuant to Section 5 of the Agreement and are not

required to be purchased through competitive bidding, as determined by the County in accordance with applicable law; PROVIDED, that the City, by May 31st of each year, shall provide the County a preliminary list and cost estimate of all the Other Materials that the City wants the County to purchase the following calendar year. The City, by September 1st of each year, shall provide the County a final list and cost estimate of all the Other Materials. The County reserves the right to accept or reject the purchase of Other Materials requested by the City.

- F. The County agrees to perform the Services for the City, and when approved by the County, additional services for limited traffic control device, street lighting engineering and construction, or other work not specifically set out in Exhibit A, and as requested by Work Order subject to the availability of sufficient personnel, equipment, and materials to perform the requested Services without disrupting the normal operation and functions of the County.
- G. The Administrators identified in Section 2 above are authorized to act on behalf of the County and City respectively, and shall develop working procedures associated with the Services.
- H. 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.
- I. By entering into this Agreement, the parties intend for the County to provide Services to the City and the City to pay the County for such Services as required under the terms of this Agreement. The County shall not 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 Services generally for the citizens of unincorporated Snohomish County.
- J. The County shall act as an independent contractor under this Agreement. Control, supervision, direction, and discipline of County personnel, who shall be employees and agents of the County and not the City, shall be the responsibility of the County. 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 inspect, accept, or reject the completed work.

#### **4. Performance of Services and Work Order Requests.**

- A. For the purpose of performing Services or Work Order Requests under this Agreement, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies, when requested, except to the extent machinery, equipment, and/or materials are supplied by the City as agreed to by the

County in writing. In addition, the County may perform material sampling and equipment testing. Both parties agree that they and their officers and agents shall cooperate in the performance of the Services and that the County shall have full authority, possession, and necessary control of the work and work area, and with the full assistance from the police of the City to assist in traffic control for safety purposes when requested by the County prior to the start of any work.

- B. For the purpose of facilitating the performance of the Services and Work Order Requests under this Agreement, it is hereby agreed that the City, upon reasonable request in writing by the County or its duly authorized representative, and at no cost to the County, shall temporarily close any streets, or portions thereof, that the County, in its sole discretion, finds 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 any street or streets while Services are being performed unless otherwise agreed by the County.
- C. The Services and Work Order Requests 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 the City in writing of any hardship or other inability to perform under this Agreement, including delaying the performance of Services under this Agreement when the normal workload of County personnel so requires.
- D. The County shall serve as the lead agency for the Services.

**5. Work Order Requests.**

No work order request is necessary for the Services set out in Exhibit A, in which services will be performed on a regularly scheduled or emergency basis. Requests for limited traffic control device and street light engineering and construction and other work not specifically set out in Exhibit A as Maintenance Services shall be processed through Work Order Requests in accordance with the following:

- A. If the City desires that the County perform services other than the Services specifically listed in Exhibit A, then the City shall direct a Work Order Request to the County Administrator. These Work Orders Requests shall adequately describe the scope of 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. Upon receipt of a Work Order Request, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order Request. Should the County reject the Work Order Request, it shall advise the City to that effect. Should the County accept the Work Order Request, it

shall (1) advise the City of such, and (2) prepare an estimate of the time and costs to complete the work, which it will provide to the City. 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 6 below.

- C. Upon receipt of the approval of the Work Order Request and 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 pay for the 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 date of the County's response approving the Work Order and estimate, then the County will treat the response and estimate as if they had been rejected.
- D. The City may make changes to the requested Services by submitting a new Work Order Request outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order Request, PROVIDED that the County's acceptance is not required where the City is terminating work pursuant to Section 14 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 any non-cancelable costs.
- E. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order Request 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.

**6. Basis of Payment.**

- A. Unless otherwise provided in this Agreement, the City shall pay to the County Treasurer, for work performed within the scope of this Agreement, the entire cost incurred by the County for performing such work including: salaries, wages, and benefits of all employees engaged therein; costs of clerical work and travel expenses incurred in the performance of the work, including mileage of employees; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment. The County agrees that only those costs directly allocatable to the work under generally accepted accounting principles will be charged to the City. In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment, any

operator furnished therewithin, 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 work provided by the County in accordance with the schedule of estimated costs set forth in Exhibit C incorporated herein, or as otherwise incurred in connection with approved work order requests. The estimated costs set forth in Exhibit C are as of the effective date of this Agreement. Estimated costs may be adjusted annually to reflect current labor, material, and equipment costs. 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 work under accepted accounting procedures will be charged.
- C. The County shall be reimbursed in full by the City for General Materials purchased by the County that are used in conjunction with the Services. The County shall also be reimbursed in full by the City for Other Materials purchased by the County that are used in conjunction with Work Orders approved by the City.
- D. For the purpose of determining the compensation to be paid by the City to the County for the work 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 20% of the total labor cost incurred by the County in performing services for the City during any given billing period under this Agreement. This rate may be adjusted administratively by the County annually to reflect changes in actual administrative costs, and such adjustment shall not be subject to the amendment process as indicated in Section 15 of this Agreement. The County shall notify the City of any change to the rate.
- E. 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 incurred for labor, materials and equipment. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing.

7. **Records.**

The County shall maintain accurate time and accounting records related to performing Services under this Agreement in the same manner as prescribed for normal County road projects. Such records shall be available for inspection in the County Department of Public Works for a period of six (6) years following final payment of billings for such project. The City shall have the right to inspect, review, and copy such records at all times with reasonable notice to the County.

**8. Facilities To Be Provided By The City.**

- A. The City certifies to the County that the City owns or controls the real property or rights-of-way upon which the work shall be rendered, and additional real property or rights-of-way are not needed to complete the Services. The City further grants to the County, for the purpose of performing work 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.
- B. At least thirty (30) days prior to the delivery of any requested work, the City shall obtain and provide to the County copies of all necessary permits..
- C. All electrical power billings for the operation of the traffic control devices and street lighting systems will be paid by the City.

**9. Indemnification/Hold Harmless.**

- A. The County agrees to indemnify, protect, defend, and hold harmless the City, its elected and appointed officials, employees and agents from and against all claims, demands, and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors, or omissions of the County, its officials, employees, and agents in performing this Agreement, to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the City.
- B. The City agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands, and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors, or omissions of the City, its officials, employees and agents in performing this Agreement, to the extent the same are caused by any negligent or wrongful act of the City, except for those arising out of the sole negligence of the County.
- C. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 9 A and B above are 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.

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

**10. 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, insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

**11. Compliance with Laws.**

- A. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.
- B. Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, RCW 49.60 , and the Snohomish County Human Rights Ordinance, Snohomish County Code (SCC) 2.460. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The City shall comply with SCC 2.460, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the City of the City's compliance with the requirements of SCC 2.460. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to SCC 2.460, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.

**12. Default and Remedies.**

- A. 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.

- B. Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12.A. above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**13. Effective Date and Duration.**

- A. Effective Date. This Agreement, and any amendment there to, 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 (the “Effective Date”).
- B. Duration. This Agreement shall remain in effect for an initial period of six years or until either amended as provided in Section 15 or terminated as provided in Section 14, PROVIDED that the term of this Agreement may be extended or renewed for up to two (2) additional six (6) year terms pursuant to Section 15 of this Agreement, PROVIDED FURTHER that each party’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 for this specific purpose in accordance with applicable laws.

**14. Termination.**

Termination of this Agreement by either party is subject to the following:

- A. Either party may terminate this Agreement at any time, with or without cause, upon no 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 by either party’s legislative authority after the Effective Date of this Agreement, this Agreement may be terminated by either party immediately upon notice to the other party.
- C. Upon termination of this Agreement by either party as provided in this section:
  - i. The County shall notify the City within thirty (30) days of termination of all remaining costs for any equipment purchased by the County that is proprietary

to the City's traffic control device or streetlight systems that has not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases.

- ii. The City shall pay the County for all work performed up to the Effective Date of termination, the cost of any equipment purchased by the County that is proprietary to the City's traffic control device or streetlight systems that have not been paid for by the City, as well as the costs of any and all non-cancelable obligations and/or purchases. 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.
- iii. The County shall return to the City within ninety (90) days of termination all equipment that has been paid for by the City.

**15. Amendments.**

This Agreement may be amended at any time by written Agreement of the parties if executed with the same formalities as this Agreement. PROVIDED, that the extension of this Agreement for the two 6 year additional terms pursuant to section 13.B shall be approved administratively in writing by the Administrators of each party. PROVIDED FURTHER, that the addition or deletion of traffic control devices and street lights may be made without amendment of this Agreement.

**16. Entire Agreement.**

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. 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. 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.

**18. Data Collection.**

- A. The County and City agree to the mutual exchange of historical, current and future traffic data as it exists or becomes available through traffic 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 traffic control device related information (unless otherwise agreed upon) shall be processed through a Work Order, under Section 5 of this Agreement. The appropriate fees will be charged to the requestor requiring the special collection effort.

**19. Choice of 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. 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.

**20. 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.

**21. Written 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 2 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. No Separate Entity Necessary.**

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**31. 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 signed this Agreement, effective on the last date indicated below.

“County”  
**SNOHOMISH COUNTY**

“City”  
**CITY OF MUKILTEO**

By: \_\_\_\_\_  
County Executive  
Ken Klein  
Executive Director

By: \_\_\_\_\_  
Mayor

/s/ George B Marsh 4/19/2024  
\_\_\_\_\_  
Deputy Prosecuting Attorney

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

## EXHIBIT A

### TRAFFIC CONTROL DEVICE MAINTENANCE SERVICES

Traffic Signal Maintenance Services covered by this Agreement consist of the following Services for the traffic signals listed in Exhibit B of this Agreement:

**Routine Maintenance** - This is a monthly 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. Approximately one hour per month per signal will be spent on routine maintenance.

**Re-lamp** – Traffic signal indicators will be replaced as needed. It is estimated that approximately three hours per intersection will be spent on this activity.

**On-Call Emergency Response** - This service provides 24 hour emergency response for malfunctions or damage. For estimating purposes, it is assumed that each signal will have two emergencies per year. There is a minimum of three hours of labor per call-out. This does not include any additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of Nature that may result in significant equipment damage or destruction.

**Materials** - Miscellaneous supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a traffic signal.

### STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this Agreement consist of the following services for the street lights described in Exhibit B of this Agreement:

**Routine Maintenance** - Yearly re-lamping activity that includes the replacement of a percentage of the total number of lamps consistent with the manufactures estimated lamp service life. For estimating purposes, it is assumed that the County will replace 50 lamps each year.

**Damage Repair** - This service includes rewiring and other electrical work done to damaged street lighting. City forces will perform all other associated repair work.

**Materials** - The County will supply street lighting lamps and miscellaneous components not supplied by the City.

## EXHIBIT B

### CITY OF MUKILTEO

#### TRAFFIC SIGNAL INVENTORY

No.	North/South Street	East/West Street
1	Cyrus Way	Harbour Pointe Blvd.
2	Harbour Reach Drive	Harbour Pointe Blvd.
3	Harbour Reach Drive	Beverly Park Rd.

#### FLASHING CROSSWALK INVENTORY

No.	Located On	Intersection
1	Harbour Pt. Blvd	47 <sup>th</sup> PL W
2	Harbour Pt. Blvd	107 <sup>th</sup> ST SW
3	5 <sup>th</sup> ST	Cornelia Ave
4	Harbour Pt. Blvd	Double Eagle Dr
5	Harbour Pt. Blvd	55 <sup>th</sup> Place W
6	70 <sup>th</sup> ST SW	Lumley Ave
7	SR 525	Goat Trail RD
8	Harbour Heights Parkway	58 <sup>th</sup> Avenue W
9	48 <sup>th</sup> Avenue W	71 <sup>st</sup> Place SW
10	Chennault Beach Rd	56 <sup>th</sup> Avenue W
11	Goat Trail	Highland Terrace
12	76 <sup>th</sup> Street	44 <sup>th</sup> Ave W
13	Harbour Pt. Blvd	52 <sup>nd</sup> Place W
14	Harbour Pt. Blvd	108 <sup>th</sup>
15	5 <sup>th</sup> Street	Lincoln
16	1 <sup>st</sup> Street	Souder Station
17	1 <sup>st</sup> Street	WSF Parking Lot
18	1 <sup>st</sup> Street	Mt. Baker Cross
19	Harbour Pt. Blvd	Blue Heron

#### SCHOOL ZONE FLASHING BEACON INVENTORY

<b>Number of School Zone Flashing Beacons</b>
31

#### RADAR SPEED SIGN INVENTORY



<b>Number of Radar Speed Signs</b>
9

**STREET LIGHTING INVENTORY**

<b>Location</b>	<b>Number of Street Lights</b>
Harbor Point Village	APROX 170
Downtown Mukilteo	

## EXHIBIT C

The County will The estimated costs below include the 20% administration charge identified in Section 6.D of this Agreement. The total estimated annual costs below do not include the cost of work performed by County personnel in response to Work Orders issued upon request by the City in accordance with Section 5 of this Agreement. Costs are estimated as of the effective date of this Agreement and are adjusted annually to reflect current labor and material charge and will be billed on an actual time and materials basis.

**Table 1: Estimated Cost For Traffic Signal Maintenance Services**

Item	Cost Per Intersection	No. of Locations	Total Cost
Routine Maintenance	12 hours @ \$85/hr = \$1,020	3	\$3,060
Annual Relamp	3 hours @ \$85/hr = \$255	3	\$765
On-Call Emergency Maintenance	6 hours @ \$125/hr = \$750	3	\$2,250
General Materials	\$500	3	<u>\$1,500</u>
Total Estimated Annual Traffic Signal Maintenance Service Costs			\$7,575

**Table 2: Estimated Cost For Crosswalk, Radar Sign & School Zone Flashing Beacon Maintenance Services**

Item	Cost Per Location	No. of Locations	Total Cost
Routine Maintenance	8 hours @ \$85/hr = \$680	28	\$19,040
Annual Relamp	3 hours @ \$85/hr = \$255	28	\$7,140
On-Call Emergency Maintenance	6 hours @ \$125/hr = \$750	28	\$21,000
General Materials	\$500	28	<u>\$14,000</u>
Total Estimated Annual Pedestrian Crossing Beacon Service Costs			\$61,180

**Table 3: Estimated Street Light Maintenance Services Cost**

<b>Item</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Cost</b>
Routine Maintenance	\$85	35	\$2,975
Damage Repair	\$125	40	\$5,000
General Materials			\$2,000
Reserve Contingency			<u>\$1,500</u>
Total Estimated Annual Street Light Maintenance Service Costs			\$11,475