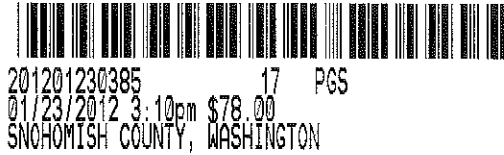


After recording return to:
Snohomish Public Works
Attn: Erik Olson
3000 Rockefeller, M/S 607
Everett, Washington 98201



Parties: Snohomish County and the City of Woodinville
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: N/A
Filed with the Auditor pursuant to RCW 39.34.040
Document Title:

**INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE CITY OF WOODINVILLE
FOR SIGNAL AND STREET LIGHT MAINTENANCE, ENGINEERING,
AND CONSTRUCTION SERVICES**

THIS Interlocal Agreement, hereinafter referred to as the "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 WOODINVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**", for the purpose of providing signal and street light maintenance, engineering and construction services and other work as requested through work order by the **CITY**, hereinafter referred to as the "SERVICES".

WHEREAS, the **CITY's** geographical boundaries lie within King County and are adjacent to the **COUNTY**; and

WHEREAS, the **CITY** possesses the power, legal authority and responsibility to provide the SERVICES specified in this AGREEMENT within its boundaries; and

WHEREAS, the **COUNTY**, through the Snohomish County Department of Public Works (DPW), provides the same SERVICES within unincorporated portions of Snohomish County and also possesses the ability to provide those SERVICES within the geographical area of the **CITY** by agreement with the **CITY**; and

WHEREAS, the **CITY** desires to enter into an AGREEMENT with the **COUNTY** whereby the **COUNTY** will perform the SERVICES specified in this AGREEMENT within the boundaries of the **CITY**; and

WHEREAS, the **COUNTY** is agreeable to rendering such SERVICES on the terms and conditions hereinafter set forth; and

WHEREAS, such AGREEMENT is entered into under the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, it is mutually agreed as follows:

1. Scope of Agreement

- A. The **COUNTY** agrees to perform for the **CITY** any and all SERVICES specified below, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the **COUNTY**.
- B. For the purpose of this AGREEMENT the term "signal maintenance" shall mean maintenance on traffic signals, rapid flashing beacons, pedestrian crossing traffic signals, radar speed signs, flashing crosswalk and school signs.
- C. For the purpose of this AGREEMENT, "signal maintenance services", "street light maintenance services", "engineering services", and "construction services" shall be those activities as described in Exhibit A, attached and incorporated by reference into this AGREEMENT, that have been or could be performed by the **CITY** and that are not subject to mandatory competitive bidding, as determined by the **CITY** in accordance with State statute.
- D. For the purpose of this AGREEMENT, work performed under a work order pursuant to Section 3 of this AGREEMENT shall be engineering services and/or construction services, as described in Exhibit A, or any work that is related to but beyond the signal maintenance, street light maintenance, engineering, and construction services identified in Exhibit A, that have been or could be performed by the **CITY** and that are not subject to mandatory competitive bidding, as determined by the **CITY** in accordance with State statute.
- E. The **COUNTY** Public Works Director and/or the County Engineer and the **CITY** Public Works Director, acting as the administrators of this AGREEMENT, are authorized to act on behalf of the **COUNTY** and **CITY** respectively, and shall

develop working procedures associated with any of the activities comprising SERVICES. No separate legal or administrative entity is created under this AGREEMENT.

- F. 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.
- G. By entering into this AGREEMENT, the parties intend to have the **COUNTY** provide SERVICES to the **CITY**. The **COUNTY** does not intend to assume, nor does the **CITY** expect the **COUNTY** to gain, any greater responsibility and/or liability than it would normally have imposed upon it by law for the performance of SERVICES generally for the citizens of unincorporated Snohomish County.
- H. The **COUNTY** is acting as an independent contractor so that control of **COUNTY** personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the **COUNTY**.

2. Performance of SERVICES

- A. For the purpose of performing SERVICES under this AGREEMENT, the **COUNTY** shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies except to the extent machinery, equipment, and/or materials are supplied by the **CITY** as agreed to by the **COUNTY** in writing. In addition, the **COUNTY** will perform material sampling and equipment testing. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the **COUNTY** shall have full authority, possession and necessary control of the work with the full assistance, when necessary, from the police of the **CITY**.
- B. For the purpose of facilitating the performance of the SERVICES under this AGREEMENT, it is hereby agreed that the **CITY**, upon reasonable request in writing by the **COUNTY**, or its duly authorized representative, will allow the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon. The **CITY** will be responsible for furnishing the materials and labor needed to temporarily close a street or streets during the period maintenance is being performed.
- C. The SERVICES performed by the **COUNTY** under this AGREEMENT shall be pursued with care and diligence to appropriate standards, be they **COUNTY**, **CITY**,

State or Federal, 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 a signal or street light issue of higher priority.

3. Work Order Requests

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

- A. If the **CITY** desires that the **COUNTY** perform data collection or any work on its signal and street lighting system beyond those services specifically identified in Exhibit A, such as signal programming, engineering studies, or plan design and review, then the **CITY** shall direct a work order request to the **COUNTY** Public Works' Transportation and Environmental Services Director, on forms provided by the **COUNTY**. These work order requests shall adequately describe the work to be performed and indicate a desired completion date. The **COUNTY** may require the **CITY** to prepare a road plan and profile or sketches to adequately describe the scope, intent and detail of the work.
- B. The **COUNTY** shall respond to such work order request in writing. If the County agrees to the work order request, the **COUNTY** shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this AGREEMENT.
- C. Upon receipt of the **COUNTY**'s estimate, the **CITY** may either issue a written notice to proceed, which authorizes the **COUNTY** to perform the requested work, or a written notice rejecting the **COUNTY**'s estimate. The issuance of a notice to proceed shall constitute a representation by the **CITY** that the schedule of charges and basis of payment are acceptable and sufficient funds are appropriated to cover the cost of the requested work. The issuance of a rejection by the **CITY** shall relieve the **COUNTY** of all obligations to perform any work identified in the work order request. If no written notice to proceed is received by the **COUNTY** from the **CITY** within twenty-one (21) days from the mailing date of the **COUNTY**'s estimate, then the **COUNTY** will treat the estimate as if it had been rejected.
- D. The scope of requested work may be amended in writing at any time with the consent of the AGREEMENT administrators as defined in Section 1.E of this AGREEMENT.

- E. The County, in its discretion, may from time to time use consultants from the County on-call list to complete the duties described in this section.

4. Basis of Payment

- A. Unless otherwise hereinafter provided, the **CITY** shall pay to the **COUNTY** Treasurer the entire cost to the **COUNTY** for all **SERVICES** performed pursuant to this **AGREEMENT**. The entire cost to the **COUNTY** of performing said **SERVICES** shall include: salaries, wages, and benefits of all employees and **COUNTY** consultants engaged therein; all supervision over such employees and **COUNTY** consultants while so employed; cost of clerical work and travel expenses, including mileage of employees and **COUNTY** consultants; prorated departmental overhead; office supplies; materials; all other costs and incidental expenses; and depreciation on machinery and equipment. In computing the cost of the use of machinery and equipment, the full cost to the **COUNTY** of rental machinery and equipment and any operator furnished therewith, and the **COUNTY** equipment rental rate on **COUNTY**-owned machinery and equipment shall be included.
- B. The **COUNTY** shall be reimbursed in full by the **CITY** for **SERVICES** provided by the **COUNTY** in accordance with the schedule of estimated costs set forth in Exhibit C, incorporated herein by this reference, 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 reasonably adjusted annually at the County's discretion to reflect current labor and material charges without the need for a formal amendment. The **COUNTY** shall provide written notice to the **CITY** of any annual adjustments to the estimated costs set forth in Exhibit C. The **COUNTY** shall document all costs for labor, materials and equipment with its billing to the **CITY**. The **COUNTY** agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.
- C. For the purpose of fixing the compensation to be paid by the **CITY** to the **COUNTY** for the **SERVICES** rendered, it is hereby agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the **COUNTY** administrative rate. This rate is currently set at 15% of the total labor cost to the **COUNTY** of performing all **SERVICES** to the **CITY** during the billing period under this **AGREEMENT**. This rate may be reasonably administratively adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment.

- D. The **CITY** agrees to make payment on billings submitted by the **COUNTY** within thirty (30) days following receipt by the **CITY** of said billing.

5. Records

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

6. Facilities to be Provided by the CITY

The **CITY** grants to the **COUNTY** permission to enter all **CITY** rights-of-way for the purpose of performing **SERVICES** pursuant to this AGREEMENT.

All electrical power billings for the operation of the traffic signals and street lighting systems will be paid by the **CITY**.

7. Indemnification/Hold Harmless/Insurance

- A. Each party agrees to indemnify, defend, and hold harmless the other party, its employees, agents, and elected and appointed officials from any and all claims, demands or damages of whatever kind or nature, which may be made against them arising out of the performance of the activities described in this AGREEMENT, to the extent the claims, demands or damages arise from the acts or omissions of the indemnifying party, its employees, agents or elected or appointed officials.

- B. The parties hereby agree that, except as expressly set forth in this AGREEMENT, the performance of SERVICES pursuant to this AGREEMENT shall not constitute an assumption by **COUNTY** of any **CITY** municipal obligations or responsibilities relating to the roads, streets, utilities, transportation facilities, or other elements of the projects or activities described in this AGREEMENT. Ownership and jurisdiction of all such facilities shall remain with the **CITY**.
- C. 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 parties, their officers, employees, and volunteers, each party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes 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.
- D. The **CITY** is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of municipal corporations in the State of Washington. WCIA has at least one million dollars (\$1,000,000) 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.
- E. The **COUNTY** is self-insured with a retention level of one million dollars (\$1,000,000). Above that level the **COUNTY** has excess liability coverage.

8. Effective Date, Duration, and Renewal

- A. This AGREEMENT shall be effective and commence upon execution by all of the parties and when recorded in the office of the Snohomish County Auditor.
- B. This AGREEMENT shall remain in effect for a term of six (6) years, unless otherwise amended as provided in Section 9 or terminated as provided in Section 17, PROVIDED, that the County's obligations after December 31st of the year in which this AGREEMENT is approved and becomes effective, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.
- C. This AGREEMENT may be renewed administratively by the AGREEMENT administrators for no more than two (2) additional terms of six (6) years if, at or prior

to its termination date, the AGREEMENT administrators agree in writing to such renewals.

9. Amendments

This AGREEMENT may be amended at any time by written agreement of the parties utilizing the same process for the adoption of this AGREEMENT. The addition or deletion of signals to be maintained by the **COUNTY** is accomplished administratively per Section 10 of this AGREEMENT.

10. Addition or Deletion of Signals

- A. Exhibit B, attached hereto and by this reference made a part of the AGREEMENT, contains the list of signal locations where equipment will be maintained and operated by the **COUNTY** as specified under this AGREEMENT.
- B. The Signal Addition/Deletion document, as shown in Exhibit D attached hereto and by this reference made a part of this AGREEMENT, shall allow signal locations to be added or deleted administratively by mutual agreement of the **CITY** and the **COUNTY** through completion of the Signal Addition/Deletion document. The Signal Addition/Deletion document shall be signed on behalf of the **COUNTY** by the County Traffic Engineer, or his/her designee and on behalf of **CITY**, by the City Engineer, or his/her designee.
- C. The Signal Addition/Deletion document shall include, at a minimum, a description of the signal(s) being added or deleted and its/their location(s). The effective date of coverage or deletion shall also be defined in the Signal Addition/Deletion document.

11. Data Collection

- A. The **COUNTY** and **CITY** agree to the mutual exchange of their historical, current and future Traffic Data as it exists and/or becomes available through their regular routine programs and/or projects.
- B. For the convenience of the **COUNTY**, **CITY** and the general public, the **COUNTY** may post some or all of the Traffic Data provided by the **CITY** on the **COUNTY** website along with the standard disclaimer.
- C. Any request for Traffic Data other than historical, scheduled collections or signal related information (unless otherwise agreed upon) shall be processed through a work order request, per Section 3 of this AGREEMENT.

12. Compliance with Laws

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

13. Interlocal Cooperation Act, Ch. 39.34 RCW.

The parties agree that no separate legal or administrative entities are necessary to carry out this AGREEMENT. Further, except as expressly provided to the contrary in this AGREEMENT, any real or personal property used or acquired by either party in connection with the performance of this AGREEMENT will remain the sole property of such party, and the other party shall have no interest therein.

14. Governing Law and Venue

The laws of the state of Washington shall apply to the construction and enforcement of this AGREEMENT. Any action at law, suit in equity, or judicial proceedings to enforce this AGREEMENT or any provision included in this AGREEMENT shall be in the Superior Court of Snohomish County, Everett, Washington.

15. Severability

Should any clause, phrase, sentence, or paragraph of this AGREEMENT be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall remain in full force and effect.

16. 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 given in person or by mail to the persons and 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.

SNOHOMISH COUNTY

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

CITY OF WOODINVILLE

Public Works Director
City of Woodinville DPW
17301 - 133rd Avenue NE
Woodinville, Washington 98072

17. Termination

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

18. 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 the 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.

19. NON-DISCRIMINATION

The **CITY** shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this AGREEMENT constitutes a certification by the **CITY** of the **CITY'S** compliance with the requirements of Chapter 2.460 SCC. If the **CITY** is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this AGREEMENT 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.

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

SNOHOMISH COUNTY

By: [Signature]
for: County Executive

DATE: 1/13/12

GARY HAAKENSEN

Deputy County Executive

Approved as to form only:

[Signature]
Deputy Prosecuting Attorney

DATE: 8/9/11

CITY OF WOODINVILLE

By: [Signature]
Richard A Leahy, City Manager

DATE: Oct. 3, 2011

Approved as to form only:

[Signature]
City Attorney

DATE: 9/29/11

COUNCIL USE ONLY	
Approved:	<u>1-11-12</u>
Docfile:	<u>D-22</u>

EXHIBIT A

SIGNAL MAINTENANCE SERVICES

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 located in the Snohomish County Traffic Operations Office. Approximately one hour per month per intersection will be spent on routine maintenance.

Re-lamp – Traffic signal indicators will be replaced as needed. It is estimated that approximately four hours per intersection per year will be spent on this activity. This is typically a two person operation which includes an assistant to the Signal Technician for traffic control purposes.

On-Call Emergency Response – This service provides 24 hour emergency response for traffic signal and street light malfunctions. 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 on-call emergency response. This estimate of three hours of labor per On-Call Emergency Response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

Materials – The **COUNTY** will provide all supplies and materials for both routine and on-call maintenance. This does not include replacement of major components of a traffic signal or additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the **COUNTY** in providing such supplies and materials shall be reimbursed by the **CITY** according to the terms of Section 4 of the AGREEMENT.

STREET LIGHT MAINTENANCE SERVICES

Street Light Maintenance Services covered by this AGREEMENT consist of the following Services for those street lights that are associated with or are on the same power source as **COUNTY** maintained traffic signals, except where the **CITY** has specifically requested additional SERVICES. The total number of **CITY** street lights to be maintained under this AGREEMENT by the **COUNTY** is 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.

On-Call Emergency Response - This service provides 24 hour emergency response for traffic signal malfunctions. 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 on-call emergency response. This estimate of three hours of labor per on-call emergency response does not include additional materials, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction.

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

Materials – The **COUNTY** shall provide all supplies and materials for both routine and on-call maintenance. This does not include replacement of the major components of a street light or additional material, equipment charges, or labor costs associated with extraordinary circumstances such as weather-related problems, knock-downs, and acts of God that may result in significant equipment damage or destruction. Any costs incurred by the **COUNTY** in providing such supplies and materials shall be reimbursed by the **CITY** according to the terms of Section 4 of the AGREEMENT.

ENGINEERING SERVICES

Engineering Services covered by this AGREEMENT consist of the following services:

- Conducting traffic engineering related data collection.
- Performing operational analyses and modeling.
- Performing accident and safety analyses.
- Performing design on traffic engineering, signal and intelligent traffic system (ITS) improvements.
- Preparing plans, specifications and estimates (PSE).
- Conducting field surveys related to traffic engineering signal and ITS improvements.
- Attending meetings as requested by the **CITY**.
- Reviewing technical documents, traffic engineering reports and other related documents relevant to development project, traffic engineering and ITS improvements.

CONSTRUCTION SERVICES

Construction Services covered by this AGREEMENT consist of the following services:

- Traffic signal, channelization and ITS related construction.
- Inspection of signal, street light and ITS improvements.
- Perform other related construction services as requested by the **CITY**.

EXHIBIT B

CITY OF WOODINVILLE INTERSECTION AND PEDESTRIAN TRAFFIC SIGNAL INVENTORY

No.	East/West Street	North/South Street
1.	Woodinville-Snohomish Rd NE	140th Ave NE
2.	NE 160th St	124th Ave NE
3.	NE 171st St	140th Ave NE
4.	NE 175th St	140th Ave NE
5.	NE 175th St	135th Ave NE
6.	NE 175th St	Garden Way NE
7.	NE 190th St	Woodinville-Snohomish Rd NE
8.	NE 195th St	Woodinville-Snohomish Rd NE
9.	144th Ave NE	NE North Woodinville Way
10.	NE Woodinville-Duvall Rd	NE North Woodinville Way
11.	NE Woodinville-Duvall Rd	156th Ave NE
12.	NE Woodinville-Duvall Rd	168th Ave NE
13.	NE 178th Pl	Garden Way NE
14.	NE 178th Pl	Woodinville-Snohomish Rd NE
15.	NE 178th Pl / Mill Pl	Little Bear Creek Pkwy
16.	NE 178th Pl	140th Ave NE
17.	NE 200th St	Woodinville-Snohomish Rd NE
18.	NE 175th St	133rd Ave NE
19.	NE 175th St	137th Ave NE
20.	Woodinville-Duvall Rd	NE 178th St
21.	131st Ave NE	17300 Block

CITY OF WOODINVILLE FLASHING CROSSWALK & SCHOOL ZONE FLASHER, RAPID FLASHING BEACONS AND RADAR SPEED SIGNS INVENTORY

No.	North/South Intersection	East/West Intersection
1.	124th Ave NE	16200 Block
2.	124th Ave NE	15800 Block
3.	NE 195th Street	136th Ave NE
4.	168th Ave NE	19100 Block
5.	168th Ave NE	19400 Block
6.	156th Ave NE	NE 195th St
7.	NE 195th St	13100 Block
8.	NE 195th St	13300 Block

CITY OF WOODINVILLE STREET LIGHTING INVENTORY

Location	Number of Street Lights
NE 145th St / 14600 Block	30
SR 202 / NE144th St	34
19000 Block / 144th Ave NE	4
136th Ave NE / 20500 Block	20
TOTAL	88

EXHIBIT C

ESTIMATED COSTS FOR SERVICES

The costs for SERVICES are estimated as of the effective date of this AGREEMENT. The estimated costs for SERVICES may be adjusted annually to reflect current labor and material charges. The estimated costs below do not include the cost of work performed by COUNTY personnel in response to work orders issued upon request by the CITY in accordance with Section 3 of this AGREEMENT. The estimated costs below include the current COUNTY administration rate of 15% which may be administratively adjusted annually as identified in Section 4.C of this AGREEMENT.

ESTIMATED TRAFFIC SIGNAL MAINTENANCE SERVICE COSTS

The COUNTY will bill on an actual time and materials basis. The chart below is an estimate of annual costs based on historical average time spent, material needs and rates.

Item	Cost Per Intersection	# of Intersections	Annual Costs
Routine Maintenance	\$1,000	21	\$21,000
Relamp	\$300	21	\$ 6,300
On-Call Emergency Maintenance	\$500	21	\$10,500
Materials	\$500	21	\$10,500
Total Estimated Cost	\$2,300	21	\$48,300

The annual estimated cost for maintaining the CITY'S twenty-one (21) traffic signals amounts to \$48,300. Costs are estimated as of the effective date of this AGREEMENT.

ESTIMATED FLASHING CROSSWALK & SCHOOL ZONE FLASHER, RAPID FLASHING BEACONS AND RADAR SPEED SIGNS MAINTENANCE SERVICE COSTS

The COUNTY will bill on an actual time and materials basis. The chart below is an estimate of annual costs based on historical average time spent, material needs and rates.

Item	Cost Per Location	# of Locations	Annual Costs
Routine Maintenance Relamp On-Call Emergency Maintenance Materials	\$500	8	\$4,000

The annual estimated cost for maintaining the CITY'S eight (8) flashing crosswalk and school zone flashers amounts to \$4,000. Costs are estimated as of the effective date of this AGREEMENT.

ESTIMATED STREET LIGHT MAINTENANCE SERVICE COSTS

The **COUNTY** will bill on an actual time and materials basis. The chart below is an estimate of annual costs based on historical average time spent, material needs and rates. The **COUNTY** shall be compensated for time at the hourly rates as follows.

Item	Hours	Hourly Rate	Cost (\$)
Routine Maintenance	35	\$60	\$2,100
Damage Repair	25	\$60	\$1,500
Materials (lamps and ballasts)			\$ 750
Total Estimated Cost			\$4,350

The annual estimated cost for maintaining the **CITY'S** eighty eight (88) street lights amounts to \$4,350. Costs are estimated as of the effective date of this AGREEMENT.

ESTIMATED CONSTRUCTION AND ENGINEERING SERVICES COSTS

Construction and engineering services will be work performed by **COUNTY** personnel in response to work orders issued upon request by the **CITY** in accordance with Section 3 of this AGREEMENT. The costs for each work order request will be on a job by basis and will be based on the time and materials needed to complete the work order request.

EXHIBIT D

SIGNAL ADDITION/DELETION FORM

In accordance with Section 10 of the AGREEMENT, the parties have mutually determined that the following signal locations shall be included in or deleted from the list of signal installations at which the **COUNTY** will be providing maintenance:

Signal Addition

The maintenance of the signal equipment at the following signal location(s) shall be added:

No.	East/West Street	North/South Street
1.		
2.		
3.		
4.		

Signal Deletion

The maintenance of the signal equipment at the following signal location(s) shall be discontinued:

No.	East/West Street	North/South Street
1.		
2.		
3.		
4.		

Effective Date

The effective date to ADD / DELETE the above noted Signals is _____, 20____.

SNOHOMISH COUNTY

CITY OF WOODINVILLE

By: _____
County Traffic Engineer

By: _____
City Public Works Director