

MEMORANDUM OF UNDERSTANDING:

**BETWEEN SNOHOMISH COUNTY DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES AND THE CITY OF EDMONDS REGARDING
THE HAUL ROUTE AND HAUL ROUTE AGREEMENT FOR THE
CONSTRUCTION OF THE MEADOWDALE BEACH PARK AND ESTUARY
RESTORATION PROJECT**

RECITALS:

SNOHOMISH COUNTY, a political subdivision of the State of Washington, by and through the Department of Conservation and Natural Resources (the "County") and the City of Edmonds ("City"), wish to enter into this Memorandum of Understanding ("MOU") to identify each agency's intended actions in the interim prior to execution of a Haul Route Agreement.

WHEREAS, the County's contractor, Strider Construction, plans to use 75th Pl. W/76th Ave W from the ADA park entrance to Olympic View Drive (Exhibit A), hereinafter referred to as "Haul Route" for transporting items related to the Meadowdale Beach Park Estuary Restoration Project ("Project"), including but not limited to products, equipment, materials, and/or supplies; and

WHEREAS, the County anticipates approximately 2,700 truck trips will be needed for the Project along the Proposed Haul Route; and

WHEREAS, the City has expressed concerns that repetitive truck trips could damage the road; and

WHEREAS, hauling is proposed to begin before the Haul Route Agreement can be executed; and

WHEREAS, an interim MOU will establish City and County intended actions prior to the execution of the Haul Route Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City and the County mutually state their intended actions as follows:

1. The City agrees to the County's use of the haul route covered by this MOU prior to the execution of a Haul Route Agreement ("Haul Route Agreement") subject to the conditions contained herein.
2. The County will track and document all truck trips on the Haul Route associated with the Project. Documentation will include the day and time of delivery, type of truck, material being hauled and estimated volume of load. A truck ticket, if

available, that includes scale weight of the load delivered will be recorded and included in the documentation.

3. Prior to the signing of the Haul Route Agreement and prior to the start of the County's hauling operations on City Roads covered by the Haul Route Agreement, the City will complete a pre-haul survey of the haul route to determine the existing pavement condition of the roads. The City will provide the pre-haul survey to the County prior to the signing of the Haul Route Agreement. The pre-haul survey will include photographs, video log and ratings in accordance with the US Army Corps of Engineer data protocols (ASTM D6433).

The City will complete a post-haul survey after the completion of the Project as set forth in the Haul Route Agreement. The City and the County agree the pre-haul and post-haul surveys will be completed by the pavement data collection firm of Infrastructure Management Services. Both parties agree to pay 50% of the cost of each survey. The City will contract with and pay IMS for the services and invoice the County for their portion of the cost. The County will reimburse the City for 50% of the services once invoiced.

4. The City and County will work cooperatively towards a plan for pavement repairs based on the pre- and post-haul surveys, which plan will be set forth in the Haul Route Agreement. The plan may include a mutually agreeable monetary contribution from the County to the City for damage caused by the Project. Alternatively, the City and County may agree to have the repairs completed by a contractor. The County will procure the contractor and will obtain all necessary permits to complete the repair work. The County will coordinate a final inspection with the City prior to completion of repairs.

This Memorandum of Understanding is not intended to create any legally binding obligations on the parties hereto or to create any rights in third parties. The MOU only seeks to identify each agency's intended actions in the interim prior to execution of a Haul Route Agreement.

COUNTY



TOM TEIGEN, DIRECTOR

CITY



PHIL WILLIAMS, DIRECTOR OF
PUBLIC WORKS & UTILITIES

EXHIBIT A

