

HAUL ROUTE AGREEMENT
MEADOWDALE BEACH PARK ESTUARY RESTORATION PROJECT

THIS AGREEMENT is made and entered into this _____ day of May 2024 by and between the City of Edmonds, hereinafter referred to as the “City,” and Snohomish County, hereinafter referred to as the “County.”

WHEREAS, in September 2021, the City and the County entered into a Memorandum of Understanding (“MOU”) regarding the Meadowdale Beach Park Estuary Restoration Project (“Project”); and

WHEREAS, the MOU outlined County plans to transport items related to the Project, including but not limited to products, equipment, materials, and/or supplies over the City roads listed in the Proposed Haul Route attached as Exhibit A to the MOU; and

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

WHEREAS, the City is responsible for constructing, altering, improving, and maintaining City roads under the supervision and direction of the Public Works Director; and

WHEREAS, the City may limit or prohibit classes, types, or weights of vehicles, or may impose any other restrictions as may be deemed necessary, on vehicles which travel on City roads pursuant to RCW 46.44.080 to limit undue damage to the same; and

WHEREAS, the City and the County anticipated that, as a result of the County’s use of City roads, accelerated deterioration might occur; thus, repairs or improvements would be required and additional maintenance expenses might be incurred by the City; and

WHEREAS, the City is authorized to issue special permits for vehicles to use Haul Routes pursuant to the provisions of RCW 46.44.080; and

WHEREAS, the MOU provided that the County would document and track truck trips on the Haul Route associated with the Project; and

WHEREAS, the Project has been completed and a consultant has determined the estimated pavement maintenance cost increases attributable to the Project; and

WHEREAS, the County agrees to pay to the City the amount determined by the consultant;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. INTEGRATION:

The recitals above and the MOU referenced therein are incorporated into this Haul Route Agreement by reference as if fully set forth herein.

2. PURPOSE STATEMENT:

This Haul Route Agreement applies to the City roads described in Exhibit A to the MOU which were used by the County for the purpose of carrying out the Meadowdale Beach Park Estuary Restoration Project. The purpose of this Haul Route Agreement is to memorialize the terms by which the County will reimburse the City for the costs relating to the accelerated deterioration of City roads due to these County hauling operations.

3. GENERAL AGREEMENT AS TO ROAD USE:

The County understands and agrees that, although the roads covered by this Haul Route Agreement are on the City Road System and are subject to normal traffic use, the County, by virtue of the extraordinary use of the roads, assumes responsibility for all repairs and additional maintenance costs on such roads resulting from its use of such roads as a Haul Route for the Project. Such costs are to be reimbursed by the County as outlined in Section 5.

5. COUNTY REIMBURSEMENT OF CITY EXPENSES:

The consultant's evaluation found that the City's Pavement Condition Index ("PCI") for the City roads along the Haul Route decreased from 87 to 80, and the predicted PCI if no Project hauling had occurred was 85. The consultant's evaluation of the pre- and post-haul surveys determined that the estimated pavement maintenance costs increased from \$107,400 (pre-haul) to \$250,200 (post-haul) due to the County's truck hauling for the Project.

The County hereby agrees to pay to the City the difference of One Hundred Forty-Two Thousand Eight Hundred Dollars (**\$142,800**) within thirty (30) days of the execution of this Haul Route Agreement.

6. TERMINATION:

This Agreement will automatically terminate upon the City's acceptance of the County's payment of the amount set forth in Section 5..

7. SEVERABILITY:

If any provision of this Agreement is held to be invalid it will have no effect upon the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Haul Route Agreement as of the date set forth above.

CITY OF EDMONDS

SNOHOMISH COUNTY

Oscar Antillon, Director
Public Works and Utilities

County Executive Director

Approved to Form only:

Deputy Prosecuting Attorney